

**SOLICITATION, OFFER AND AWARD**1. THIS CONTRACT IS A RATED ORDER  
UNDER DPAS (15 CFR 350)

RATING

PAGE OF

1

57

2. CONTRACT NO.

3. SCREENING INFORMATION  
REQUEST NO.**DTFAAC-07-R-10172**

4. TYPE OF SOLICITATION

5. DATE ISSUED

6. REQUISITION/PURCHASE

00015461

(FAA Internal Use Only)

7. ISSUED BY

CODE

8. ADDRESS OFFER TO (If other than Item 7)

FAA, Franchise Fund Contracting Team (AMQ-320)  
6500 South MacArthur Boulevard  
P.O. Box 25082  
Oklahoma City, OK 73125-4931

**AERONAUTICAL CENTER FRANCHISE ACQUISITION SERVICE  
(AML-50)**  
6500 South MacArthur Boulevard  
P.O. Box 25082  
Oklahoma City, OK 73125-4933

**(FIXED PRICED)****SOLICITATION NAS DEFENSE PROGRAM TECH SUPPORT SERVICES**

9. Sealed offers in original and 1 copies for furnishing the supplies or services in the Schedule will be received as specified in **Section L**  
or if hand carried, 6500 S. MACARTHUR BLVD. Multipurpose Bldg, RM 313, OKLAHOMA CITY OK until **2:00 p.m.** local time **13 FEB 2007**  
(Hour) (Date)

CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, AMS Provision No. 3.2.2.3-14. All offers are subject to  
all terms and conditions contained in this solicitation.

10. FOR INFORMATION

CALL:

A. NAME

**DEBORAH GETZ, CONTRACTING OFFICER**

B. TELEPHONE NO. (Include area code) (NO COLLECT CALLS)

(405) 954-8963

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**OFFER (Must be fully completed by offeror)**

NOTE: Item 12 does not apply if the solicitation includes the provisions at 3.2.2.3-2, Minimum Offer Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within \_\_\_\_\_ calendar days (**60 calendar days unless a different period is inserted by the offeror**) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, AMS Clause No.3.3.1-6)	10 CALENDAR DAYS	%	20 CALENDAR DAYS	%	30 CALENDAR DAYS	%	CALENDAR DAYS	%
>								

14. ACKNOWLEDGMENT OF AMENDMENTS

The offeror acknowledges receipt of amend-  
ments to the REQUEST for offerors and  
related documents numbered and dated:

AMENDMENT NO.

DATE

AMENDMENT NO.

DATE

15A. NAME  
AND  
ADDRESS  
OF  
OFFEROR

CODE

FACILITY

16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER  
(Type or print)

15B. TELEPHONE NO. (Include area code)

15C. CHECK IF REMITTANCE ADDRESS

☐ IS DIFFERENT FROM ABOVE - ENTER  
SUCH ADDRESS IN SCHEDULE.

17. SIGNATURE

18. OFFER DATE

**AWARD (To be completed by Government)**

19. ACCEPTED AS TO ITEMS NUMBERED

20. AMOUNT  
\$

21. ACCOUNTING AND APPROPRIATION

**SEE SCHEDULE**23. SUBMIT INVOICES TO ADDRESS SHOWN IN Section G  
(4 COPIES UNLESS OTHERWISE SPECIFIED)

ITEM

24. ADMINISTERED BY (If other than Item 7)

CODE

FAA, Franchise Fund Contracting Team (AMQ-320)  
6500 South MacArthur Boulevard  
P.O. Box 25082  
Oklahoma City, OK 73125-4932

25. PAYMENT WILL BE MADE BY

CODE

FAA, Financial Operations Division (AMZ-100)  
6500 South MacArthur Boulevard  
P.O. Box 25082  
Oklahoma City, OK 73125-4304

26. NAME OF CONTRACTING OFFICER (Type or print)

27. UNITED STATES OF AMERICA

28. AWARD DATE

(Signature of Contracting Officer)

IMPORTANT -- Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

**Formerly SF-33**

## CONTINUATION SHEET

## PART I – SECTION B

## SUPPLIES OR SERVICES AND PRICES/COST

The Contractor shall furnish all necessary materials and services set forth below in accordance with the Statement of Work, terms, conditions, and provisions set forth herein.

CLIN	SUPPLIES/SERVICES	QTY	UNIT	UNIT PRICE	TOTAL ESTIMATED AMOUNT
0001	<b>BASE YEAR</b> <b>(1 April 2007 – 31 March 2008)</b>  NAS Defense Program Technical Support Services in support of the NAS Defense Program Office IAW the Statement of Work	12	MONTHS		
0002	<b>OTHER DIRECT COSTS</b>  (Essential contractor employee communications equipment/services; supplies; materials; equipment; postage; shipping)			NTE	
0003	<b>TRAVEL</b>  FAA to reimburse the contractor for travel IAW Clause H.2 for travel associated with Line Item 0001			NTE	
0004	<b>1<sup>ST</sup> OPTION YEAR</b> <b>(1 April 2008 – 31 March 2009)</b>  NAS Defense Program Technical Support Services in support of the NAS Defense Program Office IAW the Statement of Work	12	MONTHS		
0005	<b>OTHER DIRECT COSTS</b>  (Essential contractor employee communications equipment/services; supplies; materials; equipment; postage; shipping)			NTE	
0006	<b>TRAVEL</b>  FAA to reimburse the contractor for travel IAW Clause H.2 for travel associated with Line Item 0004			NTE	
0007	<b>2<sup>ND</sup> OPTION YEAR</b> <b>(1 Apr 2009 – 31 March 2010)</b>  NAS Defense Program Technical Support Services in support of the NAS Defense Program Office IAW the Statement of Work	12	MONTHS		

CLIN	SUPPLIES/SERVICES	QTY	UNIT	UNIT PRICE	TOTAL ESTIMATED AMOUNT
0008	<b>OTHER DIRECT COSTS</b> (Essential contractor employee communications equipment/services; supplies; materials; equipment; postage; shipping)			NTE	
0009	<b>TRAVEL</b> FAA to reimburse the contractor for travel IAW Clause H.2 for travel associated with Line Item 0007			NTE	
0010	<b>3<sup>rd</sup> OPTION YEAR</b> <b>(1 April 2010 – 31 March 2011)</b> NAS Defense Program Technical Support Services in support of the NAS Defense Program Office IAW the Statement of Work	12	MONTHS		
0011	<b>OTHER DIRECT COSTS</b> (Essential contractor employee communications equipment/services; supplies; materials; equipment; postage; shipping)			NTE	
0012	<b>TRAVEL</b> FAA to reimburse the contractor for travel IAW Clause H.2 for travel associated with Line Item 0010			NTE	
0013	<b>4<sup>th</sup> OPTION YEAR</b> <b>(1 April 2011 – 31 March 2012)</b> NAS Defense Program Technical Support Services in support of the NAS Defense Program Office IAW the Statement of Work	12	MONTHS		
0014	<b>OTHER DIRECT COSTS</b> (Essential contractor employee communications equipment/services; supplies; materials; equipment; postage; shipping)			NTE	
0015	<b>TRAVEL</b> FAA to reimburse the contractor for travel IAW Clause H.2 for travel associated with Line Item 0013			NTE	
<b>TOTAL</b>					

## **PART I - SECTION C**

### **SCOPE OF WORK**

#### **C.1 SCOPE OF WORK (JAN 1997) (REV)**

**CLA.1112R**

The Contractor shall furnish all necessary materials and services to provide the items identified in Part I, Section B, Supplies or Services and Prices/Costs, in accordance with the Statement of Work, terms, conditions, and provisions set forth herein.

#### **C.2 EMERGENCY SITUATIONS AND EXERCISES DURING CONTRACT PERFORMANCE (SEP 2001)**

**CLA.4548**

(a) Emergency situations and exercises are temporary exceptions to the prohibition of contractor personnel not being subject to the direction and control of Government personnel when performing non-personal contract services in FAA facilities.

(b) All contractor personnel at a FAA work site or facility during an actual emergency shall conform to the procedures posted or directed by FAA officials responsible for emergency response at that site or facility. Such officials include evacuation wardens/monitors, security personnel, Emergency Readiness Officers, management, etc.

(c) Contractor personnel shall participate in all emergency exercises, including evacuations, as part of performance under this contract. On rare occasions and based on advance arrangements that are then *announced at the time of an exercise*, contractor personnel will be excused from /evacuations.

(d) Contractor management/supervisors shall ensure that each contractor employee assigned work in FAA facilities possesses a general awareness of emergency and evacuation procedures at all locations where the employees might be during an emergency or exercise. Information on emergency procedures may be requested from the Contracting Officer's Technical Representative or a designated FAA contact point at the work site.

## **PART I - SECTION D**

### **PACKAGING AND MARKING**

#### **D.1 SPECIAL HANDLING INSTRUCTIONS**

All reports, analyses, or study deliverables shall be provided in professional hardcopy with electronic files in accordance with the Statement of Work unless directed otherwise by the Government.

**PART I - SECTION E**  
**INSPECTION AND ACCEPTANCE**

**E.1 INSPECTION AND ACCEPTANCE AT DESTINATION (JAN 1997) (REV) CLA.1908R**

- (a) A Contracting Officer's Technical Representative (COTR) will be designated for the specific purpose of exercising general surveillance over the contract operation including contractor performance.
- (b) The provisions of this clause shall in no way be construed to limit the rights of the Government under the clause entitled "Inspection of Services – Fixed-Price and Cost Reimbursement."

**3.1-1 CLAUSES AND PROVISIONS INCORPORATED BY REFERENCE (DEC 2005)**

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at:

<http://www.asu.faa.gov/conwrite/> (on this web page, select "Search and View Clauses").

- 3.10.4-4 Inspection of Services – Both Fixed-Price & Cost Reimbursement (April 1996)**
- 3.10.4-16 Responsibility for Supplies (April 1996)**

**PART I - SECTION F****DELIVERIES OR PERFORMANCE****F.1 CONTRACT PERIOD (JAN 1997)(REV)****CLA.1604R**

The period of performance for this effort shall begin **1 April 2007 through 31 March 2012** (if all options are exercised). Performance is subject to availability of funds. If determination is made to exercise the options, the performance may be extended as follows:

<b>OPTION YEAR</b>	<b>PERIOD OF PERFORMANCE</b>
1 <sup>ST</sup> Option Year	01 Apr 08 through 31 Mar 09
2 <sup>nd</sup> Option Year	01 Apr 09 through 31 Mar 10
3 <sup>rd</sup> Option Year	01 Apr 10 through 31 Mar 11
4 <sup>th</sup> Option Year	01 Apr 11 through 31 Mar 12

**F.2 ACCELERATED DELIVERY (JAN 1997)****CLA.1817**

Any Schedule for delivery or performance may be expedited at the contractor's option, if without additional expense to the Government.

**3.1-1 CLAUSES AND PROVISIONS INCORPORATED BY REFERENCE (DEC 2005)**

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at:

<http://www.asu.faa.gov/conwrite/> (on this web page, select "Search and View Clauses").

- 3.10.1-9 Stop-Work Order** (October 1996)
- 3.10.1-11 Government of Delay of Work** (April 1996)
- 3.10.1-24 Notice of Delay** (November 1997)
- 3.11-34 F.O.B. Destination** (April 1999)

**PART I - SECTION G****CONTRACT ADMINISTRATION DATA****G.1 INVOICING PROCEDURES - GENERAL (JAN 2002) (REV)****CLA.0135R**

(a) In addition to the requirements set forth at AMS Clause 3.3.1-17, Prompt Payment, for the submission of a proper invoice, the contractor shall submit a separate invoice through the Aeronautical Center Franchise Acquisition Service (ACFAS) for (1) each month of performance of services, and/or (2) those items of supplies furnished. The ACFAS contract will be implemented using ACFAS to the fullest extent practicable. Initially ACFAS information will be exchanged in the contract (order) and administration processes. As time and technology allow, advances in ACFAS are expected to be implemented by the Government. By execution of this contract, the contractor agrees to actively cooperate with the Government in its use and upgrade of ACFAS technologies. All costs on the contractor's part, to maintain compatibility with the Government shall be at the contractor's expense and shall not be charged to the Government as a direct charge of any type.

**NOTE: For any problems experienced using ACFAS, contact the Aeronautical Center Franchise Acquisition Service, AML-50, at 405-954-1440, or the Contracting Officer.**

(b) The vendor shall complete the coversheet provided to include the contract number, and applicable task/delivery order number. In addition, the following level of information is to be attached in ACFAS per the type of contract (order):

- (1) Level 1: Summary sheet only as follows:
  - (i) Project title and description
  - (ii) Current amount invoiced and the cumulative value of all invoices to date by CLIN.
  - (iii) Total Labor for this invoice and the cumulative value of all labor invoiced to date.
  - (iv) Total Travel and the cumulative value of all travel invoiced to date.
  - (v) - Total ODC and the cumulative value of all ODC invoiced to date.
  - (vi) Total Other (as required) and the cumulative value of all Other invoiced to date.
- (2) Level 2: Details supporting the information shown on Level 1 as follows:
  - (i) Labor listed by person, category, hours, rates, and amounts.
  - (ii) Travel breakdown of all actual travel and per diem expenses by trip and employee name and project (if multiple).
  - (iii) ODC split out by employee, project, type and/or items purchased.
- (3) Level 3: Back up documentation as follows:
  - (i) Receipts (travel, equipment purchases, etc.)

(c) In addition to the electronic submission of the above, hardcopies of all levels to include Level 3 below should be sent via mail to the Contracting Officer at the following address:

Contracting Officer, AMQ-320  
Mike Monroney Aeronautical Center  
PO Box 25082  
Oklahoma City, Oklahoma 73125  
Phone: (405) 954-7895  
FAX: (405) 954-0042

- (d) The following additional data must be submitted with the final invoice regardless of contract type:
- (1) Contractor's assignment of refund, rebates, and credits.
  - (2) Contractor's release.

(e) All contractors invoicing services to the FAA in labor hours shall maintain on file, and submit when required for verification or audit, certified time logs, the daily total of productive hours charged to the contract, a daily entry for any non-productive work-hours and cumulative totals for each pay period.

(f) Below are some examples of the contract (order) types and the level of information required to be attached within ACFAS for that contract (order) type. For those not listed here, please refer to the individual contract (order) for specific instructions.

- |                                       |                                |
|---------------------------------------|--------------------------------|
| (1) Firm-Fixed Price:                 | Levels 1 – 2 (ii) (iii) and 3. |
| (2) Time-and-Material and Labor-Hour: | Levels 1 – 3.                  |
| (3) Cost Reimbursable:                | Levels 1 – 3.                  |
| (4) IDIQ or ID/Reqmts:                | Levels 1 – 3.                  |

(g) Payment Address:

FAA, Financial Operations Division (AMZ-100)  
6500 South MacArthur Boulevard  
P.O. Box 25082  
Oklahoma City, OK 73125-4304

**G.2 OPTION TO EXTEND SERVICES (JAN 1997)**

**CLA.0116**

The Government may unilaterally exercise its option to extend the term of the contract for performance of specified services pursuant to Section I, AMS Clause 3.2.4-34, Option to Extend Services, by written notice to the contractor not later than the expiration date of the current contract period.

**G.3 INCREMENTAL FUNDING (JAN 1997) (REV)**

**CLA.2604R**

(a) The Government reserves the right to incrementally fund this contract for the Other Direct Costs and Travel Contract Line Items (CLINS) on a periodic basis to promote efficiency in the utilization of fiscal allotments through the routine budget process or the use of interim funding measures such as under congressional "continuing resolution" procedures.

(b) The contract will be issued to provide a not-to-exceed amount of funds for the Other Direct Costs & Travel CLINS. Such amount will be sufficient to cover contract performance for the period specified in the order, plus an estimated cost for terminating the contract should additional funds not be available to continue performance under the contract.

(c) This clause becomes inoperative when the contract period is fully funded.

**G.4 WARRANTY – COMMERCIAL PRODUCTS AND SERVICES (JAN 1997)**

**CLA.4529**

The contractor's standard commercial warranty shall be deemed to be a part of this contract unless otherwise specified. If the contractor does not have a standard warranty, the warranty provisions of UCC Article 2 shall apply.

**G.5 DELIVERIES TO FAA FACILITIES**

(a) Security procedures at FAA facilities may require that all mail, materials, packages or parcels of any kind be delivered to a central screening point, for inspection by the FAA. This can affect mail and other deliveries destined for all organizations located on FAA property, including government organizations, contractors, and permit holders. After passing security inspection, the mail or material may be handled and delivered by the FAA. FAA will make every reasonable effort to conduct such inspections and handle items in a careful manner so as to avoid damage or delay.

(b) These inspections are for the benefit of the FAA only. The FAA makes no representation that any material passing inspection is without hazard, poses no threat, or that it conforms in form, fit, function or quantity to the expectations of the intended recipient.

(c) The FAA shall not be liable for any 1) loss, damage or shortage of any mail or materials, 2) injury, or 3) delay in performance resulting from such inspections and handling, unless liable under the Federal Tort Claims Act (28 U.S.C. 2671-2680).

(d) Any item destined for the contractor that fails to pass inspection remains the property of the contractor, who is responsible for its disposition and coordination with law enforcement agencies as necessary.

## **G.6 GOVERNMENT CONTACTS FOR CONTRACT ADMINISTRATION**

### **The Office of Primary Responsibility (OPR) is AML-50.**

The Contractor shall use the following Government addresses for all matters regarding this Contract:

- (1) FAA Contracting Officer:  
Franchise Fund Contracting Team, AMQ-320  
Mike Monroney Aeronautical Center  
PO Box 25082  
Oklahoma City, Oklahoma 73125
- (2) FAA Contracting Officer's Technical Representative: To Be Assigned by Delegation Ltr  
NAS Defense Program, AJW-151,  
Orville Wright Bldg, Room 535A  
800 Independence Ave SW  
Washington, DC 20591

## **G.7 HOURS OF WORK, GOVERNMENT HOLIDAYS, AND OTHER GOVERNMENT DAYS OFF**

(a) The FAA normally observes a five-day workweek, with core hours of operation of 8:00 A.M. to 4:30 P.M. The normal workday is 8 hours, plus 1/2 hour for lunch. The contractor shall observe and schedule work hours of personnel as designated in individual contracts (orders), and as further defined by the individual task/delivery orders issued during the term of the specific contract (order).

(b) The Government observes only the holidays listed below:

New Year's Day	Independence Day
Martin Luther King, Jr. Birthday	Labor Day
Inauguration Day	Columbus Day
Presidents Day	Veterans Day
Memorial Day	Thanksgiving Day
Any other day designated by Federal Statute	Christmas Day
Any other day designated by Executive Order	
Any other day designated by Presidential Proclamation	

(c) When any such day falls on Saturday, the preceding Friday is observed and when any such day falls on Sunday, the following Monday is observed.

## **G.8 WORK AT RISK IS PROHIBITED**

(a) For purposes of this clause, "work at risk" is defined as work performed and/or costs incurred by the contractor, or any of the contractor's personnel, team members, or subcontractors, that has not been authorized in accordance with a properly issued and executed contract (order).

(b) The contractor shall not work any personnel, team member, or subcontractor at risk. Contractor shall immediately notify the Contracting Officer of any and all changes to established teaming arrangements and subcontracting under individual contracts (orders) awarded and the individual task/delivery orders issued during the term of the specific contract (order), which causes or could be expected to cause a working at risk situation.

### **3.1-1 CLAUSES AND PROVISIONS INCORPORATED BY REFERENCE (DEC 2005)**

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at:

<http://www.asu.faa.gov/conwrite/> (on this web page, select "Search and View Clauses").

### **3.10.1-22 Contracting Officer's Technical Representative (July 1996)**

**PART I - SECTION H****SPECIAL CONTRACT REQUIREMENTS****H.1 CONTRACT SHUTDOWN PROCEDURES PENDING  
APPROPRIATIONS FOR NEW FISCAL YEAR (JAN 1997)****CLA.1051**

(a) In the event no continuing resolution or permanent appropriation is in place at the outset of the new fiscal year (FY), contractor employees are expected to report for their assigned duties the first workday of that new FY. Absent an appropriation, contract services that are determined by the Government to be non-essential will be shutdown as soon as practical. To implement the shutdown, the Contracting Officer may require the contractor to stop all, or any part, of the work called for under the contract pursuant to AMS clause 3.10.1-9, Stop-Work Order.

(b) This clause does not limit the Government's rights provided by AMS 3.10.6-4, Default, or AMS 3.10.6-1, Termination for Convenience of the Government, clause of the contract.

**H.2 REIMBURSEMENT OF TRAVEL COSTS (DEC 2003)****CLA.4531**

This clause governs the payment of travel expenses as a direct contract cost, as differentiated from indirect travel cost or Company travel that would be governed by the Contractor's internal travel policies. The FAA will reimburse the contractor for travel costs, as specified in this clause, that are required, approved and incurred by contractor personnel traveling outside the commuting range of their assigned work location in performance of this contract.

(a) Travel under this clause must be funded under the contract/order and then authorized in advance by the Contracting Officer or Contracting Officer's Technical Representative before travel costs are charged as a direct contract cost. Transportation, lodging and subsistence expenses shall be separately identified by individual, by trip for reimbursement. Proof of the contractor's actual purchase price is required for commercial transportation, lodging and any other items to be reimbursed at actual cost. Unless directed otherwise, in writing, subsistence cost (meals and incidental expenses) shall be billed and paid on the per diem basis specified below.

(b) Government reimbursements shall not exceed lodging, subsistence or per diem and other rates authorized for the travel destination by the Federal Travel Regulations, FTR as amended, issued by the General Services Administration (GSA) and maintained on their Website. Reimbursement for common-carrier fares shall be limited to actual cost of the lowest economy, standard, coach, or equivalent fare offered during normal business hours, plus customary agent fees. Any other common-carrier charges, reimbursement for private or corporate air travel or use of rental cars must be included in an advanced written authorization to travel. Expenses for transportation by private or corporate vehicles shall be reimbursed on a mileage basis at the GSA transportation rates in effect at the time the travel is accomplished, plus necessary tolls in lieu of actual expenses of such travel.

(c) The contractor shall not be entitled to reimbursement under this clause for any travel costs associated with contractor-directed personnel changes, personnel/labor disputes, for employee convenience, or for travel to and from the normal assigned work locations. All claims for reimbursement are subject to Government cost principles, i.e. allowable, reasonable and allocable requirements.

(d) Travel costs for transportation, lodging, per diem or subsistence and other related expenses shall not be burdened by any profit. Nominal handling charges for reservations, tickets, and receipts may be charged for travel under this clause to the extent specified in the contract/order price schedule or payment clause elsewhere in this contract.

**H.3 AGREEMENT TO PARTICIPATE IN ALTERNATIVE DISPUTE  
RESOLUTION (APR 1998)****CLA.4540**

(a) The Federal Aviation Administration encourages direct communications and negotiations between the contractor and the contracting officer in an attempt to resolve contract disputes. In those situations where the parties are not able to achieve resolution at the contracting officer level, the agency favors the use of alternative dispute resolution (ADR) techniques to resolve disputes.

(b) The parties hereby agree that, prior to referring a contract dispute to the Office of Disputes Resolution as described in contract clause 3.9.1-1 "Contract Disputes", the parties will discuss whether they are willing to utilize ADR techniques such as mediation or nonbinding evaluation of the dispute by a neutral party. Upon receipt of a contract dispute from the contractor, the contracting officer will explore with the contractor whether the use of ADR techniques would be appropriate to resolve the dispute. Both parties must agree that the use of such techniques is appropriate, and agree to fairly share the associated expenses. If the parties do not mutually agree to utilize ADR to resolve the dispute, the dispute will be processed in accordance with the procedures set forth in clause 3.9.1-1.

#### **H.4 NOTICE OF CONTRACTOR TESTIMONY (SEP 2006)**

**CLA.4555**

(a) The contractor shall notify the Contracting Officer promptly in writing of its intention, or the intention of its employees, subcontractors of any tier, or subcontractor employees, either voluntarily or under compulsion of competent authority, to provide sworn testimony on any matter related to or arising under the work required by and/or performed under, this contract. Such written notification at a minimum shall consist of the date and time of the testimony, identification of the court, board, or other body before which the testimony is made, the nature of the testimony to be given to the extent it is known at the time of this report, the nature of the contractor's involvement in the proceeding and any other circumstances related to the work performed under or related to the contract and the proceeding in which the testimony will be taken.

(b) The contractor shall include the substance of this clause, including this paragraph (b), in all subcontracts executed under this contract and shall require all subcontractors to provide the required report to the contractor.

#### **H.5 STRIKES OR PICKETING AFFECTING TIMELY COMPLETION OF THE CONTRACT WORK (SEP 2006)**

**CLA.4557**

Notwithstanding any other provision hereof, the Contractor is responsible for delays arising out of labor disputes, including but not limited to strikes, if such strikes are reasonably avoidable. A delay caused by a strike or by picketing which constitutes an unfair labor practice is not excusable unless the Contractor takes all reasonable and appropriate action to end such a strike or picketing, such as the filing of a charge with the National Labor Relations Board, the use of other available Government procedures, and the use of private boards or organizations for the settlement of disputes.

#### **H.6 TEAMING AND SUBCONTRACTS**

(a) **Teaming:** Teaming is any combination of two or more businesses submitting a proposal for a contract (order) award and identifying themselves as a collective resource for performance.

(b) The offeror awarded the contract (order) for the team is the team lead or prime Contractor. Prime means the firm awarded the contract (order) for each CLIN on behalf of the team who shall be responsible for all performance on the individual contracts (orders) awarded, as further defined by the individual task/delivery orders issued during the term of the specific contract (order). The prime will be the Government's single point of contact and representative for the team, including contracts (orders) with a subcontracting waiver, overall administration and reporting, all contract (order) billing and receipt of payments, and other applicable activities.

(c) Teams shall not add to or modify team membership following award except that team membership may be reduced or amended under extraordinary circumstances, subject to the approval of the FAA Contracting Officer.

(d) Although one and only one teaming partner/entity shall be recognized by the Government as the team lead/prime for each CLIN, all teaming parties shall be fully subject to the terms and conditions of individual contracts (orders) awarded, as further defined by the individual task/delivery orders issued during the term of the specific contract (order). However, nothing in individual contracts (orders) awarded, as further defined by the individual task/delivery orders issued during the term of the specific contract (order), shall establish privities between the Government and any Contractor other than the lead Contractor.

(e) Teaming agreement(s) changes from that of the team's proposal must be in writing, clearly identifying the changes in the teaming relationships and provided to the CO by the lead Contractor within 5 business days of the change.

(f) Neither the team lead/prime nor any team member/teaming partners shall be considered subcontractors for the purposes of different labor rate structures and/or other purposes. The individual contracts (orders) awarded, as further defined by the individual task/delivery orders issued during the term of the specific contract (order), should include the teams one (1) set of blended labor rates for each CLIN, which shall be the maximum applicable rates for any and all team members and any and all work awarded to or performed by any and all such team members during the life of the individual contracts (orders) awarded, as further defined by the individual task/delivery orders issued during the term of the specific contract (order), including any options exercised by the Government.

(g) Team members may distribute/share work between and among themselves as they so choose, generally without restriction and/or prior consent of the Contracting Officer.

(h) To maintain continuity of teaming relationships and performance on individual contracts (orders) awarded, as further defined by the individual task/delivery orders issued during the term of the specific contract (order), the contractor agrees to pay all team members, for work they performed hereunder, in accordance with the same payment terms as specified in the contract and further defined by the individual task/delivery orders issued during the term of the specific contract (order).

(i) It is highly encouraged for small businesses or socially and economically disadvantaged businesses to seek teaming/subcontracting arrangements under this contract.

(j) **Subcontracts:** Prior to the placement of subcontracts, the contractor shall ensure that:

(1) They contain all of the clauses and provisions of the individual contract (order) awarded, as further defined by the individual task/delivery orders issued during the term of the specific contract (order), (altered when necessary for proper identification of the contracting parties) which contain a requirement for such inclusion in applicable subcontracts. If applicable, particular attention shall be directed to the potential flow down applicability of the FAAMS 3.6.1-3, Utilization of Small Business Concerns and Small Disadvantaged Business Concerns.

(2) Any required prior notice and description of the subcontract is given to the Contracting Officer and any required consent is received. Except as may be expressly set forth therein, any consent by the Contracting Officer to the placement of subcontracts shall not be construed to constitute approval of the subcontractor or any subcontract terms or conditions, determination of the allowability of any cost, revision of this contract, or any of the respective obligations of the parties hereunder, or creation of any subcontractor privities of contract with the Government.

## H.7 ACCESS TO GOVERNMENT PROPERTY AND FACILITIES

(a) As part of this effort, the contractor shall be working and attending meetings at Government facilities and field facilities. Therefore, the contractor shall be granted ingress and egress to the facilities at all times during normal working hours to obtain information necessary for performance of individual contracts (orders) awarded, as further defined by the individual task/delivery orders issued during the term of the specific contract (order).

(b) While contractor personnel are at the Government site, they are required to comply with all rules and regulations in effect at that site. Contractor personnel shall comply with rules and regulations governing employee conduct with respect to health and safety, not only as they relate to themselves, but also to other Government employees or agents of the Government. The contractor shall also exercise proper care of all property at the Government site regardless of whether title to such vests with the Government or not.

(c) The facilities to which contractor personnel shall have access will remain in the Government's custody and shall not be considered as property or facilities furnished to the contractor.

(d) The Government facilities to which contractor personnel shall have access under individual contracts (orders) awarded, as further defined by the individual task/delivery orders issued during the term of the specific contract (order), shall be made available during the entire performance period. The Contracting Officer shall, upon timely receipt of written request from the contractor, make a determination of the delay, if any, caused by the unavailability and make an equitable adjustment to the delivery schedule and costs (exclusive of fee or profit) pursuant to the FAAMS clauses.

## H.8 CONFIDENTIALITY OF DATA AND INFORMATION

(a) The contractor and any of its subcontractors in performance of the individual contracts (orders) awarded, as further defined by the individual task/delivery orders issued during the term of the specific contract (order), may have need for access to and use of various types of data and information in the possession of the Government, which the Government obtained under conditions which restrict the Government's right to use and disclose the data and information, or which may be of a nature that its dissemination or use other than in the performance of the contract (order), would be adverse to the interests of the Government or other parties. Therefore, the contractor and its subcontractors agree to abide by any restrictive use conditions on such data and not to:

(1) Knowingly disclose such data and information to others without written authorization from the Contracting Officer, unless the Government has made the data and information available to the public; and

(2) Use for any purpose, other than the performance of the contract (order), that data which bears a restrictive marking or legend.

(b) In the event the work required to be performed under the contract (order) require access to proprietary data of other companies, the contractor shall obtain agreement from such other companies for such use unless such data is provided or made available to the contractor by the Government. Two copies of such company-to-company agreements shall be furnished promptly to the Contracting Officer for information only. These agreements shall prescribe the scope of authorized use of disclosure, and other terms and conditions to be agreed upon between the parties thereto. It is agreed by the contractor that any such data, whether obtained by the contractor pursuant to the aforesaid agreement or from the Government, shall be protected from unauthorized use or disclosure to any individual, corporation, or organization so long as it remains proprietary.

(c) Through formal training and company policy and procedures, the contractor agrees to make employees aware of the requirement to maintain confidentiality of data and information, as required above, to the end that they will be disciplined in the necessity to refrain from divulging either the proprietary data of other companies or data that is obtained from the Government to anyone except as authorized. The contractor shall obtain from each employee, engaged in any effort connected with the particular, an agreement, in writing, which shall in substance provide that such employee will not, during his/her employment by the contractor, or thereafter disclose to others or use for his/her own benefit or the future benefit of any individual any trade secrets, confidential information, or proprietary/restricted data (to include Government "For Official Use Only") received in connection with the work under particular contract (order).

(d) The contractor agrees to hold the Government harmless and indemnify the Government as to any cost/loss resulting from the unauthorized use or disclosure of third party data or software by the contractor, its employees, subcontractors, or agents.

## **H.9 NON-PERSONAL SERVICES**

(a) The contractor agrees that this is a non-personal service contract. For all the purposes of the contract, the contractor is not, nor shall it hold itself out to be, an agent or partner of, or joint venture with the Government; and that the contractor shall neither supervise, nor accept supervision from, Government employees.

(b) No personal services shall be performed under any individual contracts (orders) awarded, as further defined by the individual task/delivery orders issued during the term of the specific contract (order). The Government will directly supervise no contractor employee. The applicable contractor supervisor shall give all individual contractor assignments and daily work direction. If the contractor believes that any Government action or communication has been given that would create a personal services relationship between the Government and any contractor employee, the contractor shall promptly notify the Contracting Officer of this communication or action.

(c) The contractor shall not perform any inherently governmental functions under individual contracts (orders) awarded, as further defined by the individual task/delivery orders issued during the term of the specific contract (order). No contractor employee shall hold him or herself out to be a Government employee, agent, or representative. No contractor employee shall state orally or in writing at any time that he or she is acting on behalf of the Government. In all communications (including meetings participation) with third parties in connection with individual contracts (orders) awarded, as further defined by the individual task/delivery orders issued during the term of the specific contract (order), contractor employees shall identify themselves as contractor employees and specify the name of the company for which they work. In all communications with other Government contractors in connection with individual

contracts (orders) awarded, as further defined by the individual task/delivery orders issued during the term of the specific contract (order), the contractor employee shall state that they have no authority to in anyway change such contracts (orders). If the other contractor believes this communications to be direction to change their contract (order), they should notify the Contracting Officer and not carry out the direction until a clarification has been issued by the Contracting Officer.

(d) Pursuant to AMS 3.8, the CO may waive this provision to the extent that individual contracts (orders) awarded, as further defined by the individual task/delivery orders issued during the term of the specific contract (order), may require personal services, provided that the required FAA approvals are obtained prior to the performance of the services.

#### **H.10 EMPLOYMENT/RETENTION PLAN**

The Government has an interest in retaining experienced/qualified support services personnel familiar with the work environment. The contractor shall maintain a current Employer/Retention Plan, which describes efforts to obtain and retain experienced employees, such as interviews, and offers of employment. In addition, the contractor shall identify how they intend to retain qualified employees and control employee turnover, including replacements. The contractor shall maintain and adhere to the retention plan through the life of the contract.

#### **H.11 KEY PERSONNEL AND LINES OF COMMUNICATION**

(a) These resources shall be adequately skilled and possess the appropriate skills to support the functions required to meet the requirements of the SOW. Prior to removing, replacing, or diverting any key personnel, the Contractor shall notify the Contracting Officer reasonably in advance and shall submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on this contract. The Contractor without the written consent of the Contracting Officer shall make no removal, substitution or diversion of the key personnel

(b) The contractor agrees that the proposed key personnel for the contract shall be available at the time of award to the end of the performance period of the task order, unless the key personnel permanently terminate employment with contractor, or the Government's contracting officer concurs in advance with a replacement.

(c) Required personnel assigned to each contract (order) will be mutually agreed on between the Government and the contractor, (e.g. Program Manager, Senior Technical Representative, etc.). Any replacement of required individual positions on the contract (order) must be approved in advance by the Government Contracting Officer before assignment.

(d) The prime contractor shall communicate only through the Government's Contracting Officer and/or the Contracting Officer's Technical Representative regarding all contracts (orders), unless otherwise specifically approved in writing by the Contracting Officer to named Government individuals, such as a TOR for individual contracts (orders).

#### **3.8.2-17 KEY PERSONEL AND FACILITIES (Jul 1996)**

(a) The personnel and/or facilities as specified below are considered essential to the work being performed hereunder and may, with the consent of the contracting parties, be changed from time to time during the course of the contract.

(b) Prior to removing, replacing, or diverting any of the specified personnel and/or facilities, the Contractor shall notify in writing, and receive consent from, the Contracting Officer reasonably in advance of the action and shall submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on this contract.

(c) No diversion shall be made by the Contractor without the written consent of the Contracting Officer.

(d) The key personnel and/or facilities under this contract are:

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**PART II - SECTION I****CONTRACT CLAUSES****3.1.7-6 DISCLOSURE OF CERTAIN EMPLOYEE RELATIONSHIPS (Oct 2006)**

(a) The policy of the FAA is to avoid doing business with contractors, subcontractors, and consultants who have a conflict of interest or an appearance of a conflict of interest. The purpose of this policy is to maintain the highest level of integrity within its workforce and to ensure that the award of procurement contracts is based upon fairness and merit.

(b) The contractor must provide to the Contracting Officer the following information with its proposal and must provide an information update within 30 days of the award of a contract, any subcontract, or any consultant agreement, or within 30 days of the retention of a Subject Individual or former FAA employee subject to this clause:

(1) The names of all Subject Individuals who:

- (i) participated in preparation of proposals for award; or
- (ii) are planned to be used during performance; or
- (iii) are used during performance; and

(2) The names of all former FAA employees, retained by the contractor who were employed by FAA during the two year period immediately prior to the date of:

- (i) the award; or
- (ii) their retention by the contractor; and

(3) The date on which the initial expression of interest in a future financial arrangement was discussed with the contractor by any former FAA employee whose name is required to be provided by the contractor pursuant to subparagraph (2); and

(4) The location where any Subject Individual or former FAA employee whose name is required to be provided by the contractor pursuant to subparagraphs (1) and (2), are expected to be assigned.

(c) "Subject Individual" means a current FAA employee's father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half brother, half sister, spouse of an in-law, or a member of his/her household.

(d) The contractor must incorporate this clause into all subcontracts or consultant agreements awarded under this contract and must further require that each such subcontractor or consultant incorporate this clause into all subcontracts or consultant agreements at any tier awarded under this contract unless the Contracting Officer determines otherwise.

(e) The information as it is submitted, must be certified as being true and correct. If there is no such information, the certification must so state.

(f) Remedies for nondisclosure: The following are possible remedies available to the FAA should a contractor misrepresent or refuse to disclose or misrepresent any information required by this clause:

- (1) Termination of the contract.
- (2) Exclusion from subsequent FAA contracts.
- (3) Other remedial action as may be permitted or provided by law or regulation or policy or by the terms of the contract.

**3.2.4-34 OPTION TO EXTEND SERVICES (Apr 1996)**

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within the period specified in the Schedule.

**3.2.4-35 OPTION TO EXTEND THE TERM OF THE CONTRACT (Apr 1996)**

(a) The Government may extend the term of this contract by written notice to the Contractor prior to contract expiration; provided, that the Government shall give the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option provision.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 years, 6 months.

**3.3.1-33 CENTRAL CONTRACTOR REGISTRATION (Apr 2006)**

(a) Definitions. As used in this clause

"Central Contractor Registration (CCR) database" means the primary Government repository for Contractor information required for the conduct of business with the Government.

"Data Universal Numbering System (DUNS) number" means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

"Data Universal Numbering System +4 (DUNS+4) number" means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts for the same parent concern.

"Registered in the CCR database" means that the Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database.

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The offeror shall enter, in Representations, Certifications and Other Statements of Offerors Section of the solicitation, the DUNS or DUNS +4 number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number

(i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com/>; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business.

- (ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.
- (iii) Company Physical Street Address, City, State, and ZIP Code.
- (iv) Company Mailing Address, City, State and ZIP Code (if different from physical street address).
- (v) Company Telephone Number.
- (vi) Date the company was started.
- (vii) Number of employees at your location.
- (viii) Chief executive officer/key manager.
- (ix) Line of business (industry).
- (x) Company Headquarters name and address (reporting relationship within your entity).

(d) If the offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer may proceed to award to the next otherwise successful registered offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(g)(1)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in AMS Procurement Guidance T3.10.1.A-8, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to:

- (A) change the name in the CCR database;
- (B) comply with the requirements of T3.10.1.A-8; and
- (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide the Contracting Officer with the notification, sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims. Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(h) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov/> or by calling 1-888-227-2423, or 269-961-5757.

### **3.3.1-34 PAYMENT BY ELECTRONIC FUNDS TRANSFER/CENTRAL CONTRACTOR REGISTRATION (Oct 2005)**

(a) Method of payment.

(1) All payments by the Government under this contract shall be made by electronic funds transfer (EFT),

except as provided in paragraph (a)(2) of this clause. As used in this clause, the term "EFT" refers to the funds transfer and may also include the payment information transfer.

(2) In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to either—

- (i) Accept payment by check or some other mutually agreeable method of payment; or
- (ii) Request the Government to extend the payment due date until such time as the Government can make payment by EFT (but see paragraph (d) of this clause).

(b) Contractor's EFT information. The Government shall make payment to the Contractor using the EFT information contained in the Central Contractor Registration (CCR) database. In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to the CCR database.

(c) Mechanisms for EFT payment. The Government may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR Part 210.

(d) Suspension of payment. If the Contractor's EFT information in the CCR database is incorrect, then the Government need not make payment to the Contractor under this contract until correct EFT information is entered into the CCR database; and any invoice or contract financing request shall be deemed not to be a proper invoice for the purpose of prompt payment under this contract. The prompt payment terms of the contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.

(e) Liability for uncompleted or erroneous transfers.

(1) If an uncompleted or erroneous transfer occurs because the Government used the Contractor's EFT information incorrectly, the Government remains responsible for—

- (i) Making a correct payment;
- (ii) Paying any prompt payment penalty due; and
- (iii) Recovering any erroneously directed funds.

(2) If an uncompleted or erroneous transfer occurs because the Contractor's EFT information was incorrect, or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and—

- (i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or
- (ii) If the funds remain under the control of the payment office, the Government shall not make payment, and the provisions of paragraph (d) of this clause shall apply.

(f) EFT and prompt payment. A payment shall be deemed to have been made in a timely manner in accordance with the prompt payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

(g) EFT and assignment of claims. If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require as a condition of any such assignment, that the assignee shall register separately in the CCR database and shall be paid by EFT in accordance with the terms of this clause. Notwithstanding any other requirement of this contract, payment to an ultimate recipient other than the Contractor, or a financial institution properly recognized under an assignment of claims, is not permitted. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph (d) of this clause.

(h) Liability for change of EFT information by financial agent. The Government is not liable for errors resulting from changes to EFT information made by the Contractor's financial agent.

(i) Payment information. The payment or disbursing office shall forward to the Contractor available

payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address contained in the CCR database.

### **3.9.1-2 PROTEST AFTER AWARD (August 1997)**

(a) Upon receipt of a notice that a protest has been filed with the FAA Office of Dispute Resolution, or a determination that a protest is likely, the Administrator or his designee may instruct the Contracting Officer to direct the Contractor to stop performance of the work called for by this contract. The order to the Contractor shall be in writing, and shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Upon receipt of the final decision or other resolution of the protest, the Contracting Officer shall either--

(1) Cancel the stop-work order; or

(2) For other than cost-reimbursement contracts, terminate the work covered by the order as provided in the "Default" or the "Termination for Convenience of the Government" clause(s) of this contract; or

(3) For cost-reimbursement contracts, terminate the work covered by the order as provided in the "Termination" clause of this contract.

(b) If a stop-work order issued under this clause is canceled either before or after the final resolution of the protest, the Contractor shall resume work. The Contracting Officer shall make for other than cost-reimbursement contracts, an equitable adjustment in the delivery schedule or contract price, or both; and for cost-reimbursement contracts, an equitable adjustment in the delivery schedule, the estimated cost, the fee, or a combination thereof, and in any other terms of the contract that may be affected; and the contract shall be modified, in writing, accordingly, if--

(1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and

(2) The Contractor asserts its right to an adjustment within 30 days after the end of the period of work stoppage; provided, that if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon a proposal submitted at any time before final payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

(e) The Government's rights to terminate this contract at any time are not affected by action taken under this clause.

### **3.13-11 PLAIN LANGUAGE (July 2006)**

When the statement of work for a contract requires the contractor to deliver any document that will be published, either electronically or in hard copy, for dissemination outside the FAA, or for broad

dissemination within the FAA, the document must comply with FAA Order 1000.36, FAA Writing Standards.

### **3.14-2 CONTRACTOR PERSONNEL SUITABILITY REQUIREMENTS (July 2006)**

(a) This clause applies to the extent that this contract requires contractor employees, subcontractors, or consultants to have unescorted access to FAA:

(1) Facilities;

(2) Sensitive information; and/or

(3) Resources regardless of the location where such access occurs, and none of the exceptions of FAA Order 1600.72A, Contractor and Industrial Security Program, Chapter 5, paragraphs 4, 6, 7 and 8 pertains.

Definitions of applicable terminology are contained in the corresponding guidance and Order 1600.72A, appendix A.

(b) Consistent with FAA Order 1600.72A, the FAA Servicing Security Element (SSE) has approved designated risk levels for the positions under the contract.

(c) Not later than five (5) business days, not to exceed a maximum of 30 days, after contract award (or date of modification, if this provision is included by modification to an existing contract), for each employee in a listed position requiring access, provided, no previous background investigations can be supported as described below, the contractor will submit the following documentation to the SSE for an employment suitability determination:

- Standard Form (SF) 85P, Questionnaire for Public Trust Positions as designated by the Contractor Position Risk/Sensitivity Level Designation Record, FAA Form 1600-77, will be completed (all questions answered) in accordance with the instruction sheet.

- One fingerprint card (FD-258). Fingerprints will be taken by those individuals who have been identified as either a Trusted Agent or a Personal Identity Verification (PIV) registrar (SSE).

In some instances, the fingerprint only may be required and an OF-306 Declaration for Federal Employment, most current edition, will also be submitted.

The applicant will appear in person and provide two forms of identity source documents in original form to the PIV Registrar (SSE) or the authorized Trusted Agent. The identity source documents must come from the list of acceptable documents included in Form I-9, OMB No. 1115-0136, Employment Eligibility Verification or version of the DOT F 1681 containing the list of acceptable identity verification documents. At least one document will be a valid State or Federal Government-issued picture Identification. A signed I-9 Form may be used but must indicate the two source documents that were verified.

The type of investigation conducted will be determined by the position risk level designation for all duties, functions, and/or tasks performed and will serve as the basis for granting a favorable employment suitability authorization as described in FAA Order 1600.72A. If an employee has had a previous U. S. Government conducted background investigation which meets the requirements of Chapter 5 of FAA Order 1600.72A and Homeland Security Presidential Directive 12 (HSPD-12), it will be accepted by the FAA. However, the FAA reserves the right to conduct further investigations, if necessary. For each contractor employee for which a previous background investigation was completed, the contractor will provide, in writing to the SSE, the name, date of birth, place of birth, and social security number of the employee, the name of the investigating entity, type of background investigation conducted, and approximate date the previous background investigation was completed. For all contracts over six (6) months in duration, the minimum background investigation requirement will be a National Agency Check with Inquiries (NACI). Please check with your SSE for final

determination as to OPM background investigation type required. The contract may include positions that are temporary, seasonal, or under escort only. In such cases, a FAA Form 1600-77 for each specific position will be established as the investigative requirements may differ from the NACI.

The contractor must submit the required information with a transmittal letter referencing the contract number and this request to:

Headquarters Contracts:

Manager, Personnel Security Division, AIN-400  
800 Independence Avenue, S.W., Room 315  
Washington, D.C. 20591

Regional and Center Contracts:

FAA Mike Monroney Aeronautical Center  
AMC-700, Rm HQ 321C  
P.O. Box 25082  
Oklahoma City, OK 73125

The transmittal letter must also include a list of all of the names of contractor employees and their positions for which completed forms will be submitted to the SSE pursuant to this Clause. A copy of the transmittal letter must also be provided to the Contracting Officer/Contracting Officer's Technical Representative (COTR) minus any privacy act information.

(d) The contractor must submit the information required by Section (c) of this Clause for any new employee not listed in the Contractor's initial submission who is hired into any position identified in Section (c) of this Clause.

(e) The Contracting Officer will provide notice to the contractor when any contractor employee is found to be unsuitable or otherwise objectionable, or whose conduct appears contrary to the public interest, or inconsistent with the best interest of national security. The contractor must take appropriate action, including the removal of such employee from working on this FAA contract, at their own expense. The Contracting Officer will confirm to the SSE that the action has been taken.

(f) No contractor employee will work in a high, moderate, or low risk position unless the SSE has received all forms necessary to conduct any required investigation and has authorized the contractor employee to begin work.

(g) As applicable, the contractor must submit quarterly/bi-annual reports to the Contracting Officer with a copy to the SSE and the Operating Office on or before the fifth (5th) business day following each report period. This report must include a complete alphabetical listing of all current contractors who are currently supporting the contract and a separate listing of all terminated contractors.

(h) The contractor must notify the CO within one (1) business day after any employee identified pursuant to Section (c) of this Clause is terminated from performance on the contract.

(i) The Contracting Officer may also, after coordination with the SSE and other security specialists, require contractor employees to submit any other security information (including additional fingerprinting) deemed reasonably necessary to protect the interests of the FAA. In this event, the contractor must provide, or cause each of its employees to provide, such security information to the SSE, and the same transmittal letter requirements of Section (c) of this Clause applies.

(j) The contractor and/or subcontractor(s) must immediately contact the Servicing Security Elements (Regional and/or Center Security Divisions) or AIN-400 at Headquarters in the event an employee is arrested (detained by law enforcement for any offenses, other than minor traffic offenses) or is involved in theft of government property or the contractor becomes aware of any information that may raise a question about the suitability of a contractor employee.

(k) Failure to submit information required by this clause within the time required may be determined by the Contracting Officer a material breach of the contract.

(l) If subsequent to the effective date of this contract, the security classification or security requirements under this contract are changed by the Government and if the changes cause an increase or decrease in direct contract costs or otherwise affect any other term or condition of this contract, the contract will be subject to an equitable adjustment.

(m) The contractor agrees to insert terms that conform substantially to the language of this clause, including this paragraph (l) but excluding any reference to the Changes clause of this contract, in all subcontracts under this contract that involve access and where the exceptions under Chapter 5, FAA Order 1600.72A do not apply.

(n) The Contracting Officer will ensure the SSE receives a list of all proposed contractor employees, the name of the contracting company, contract number, duty location, identification of the funding line of business, and the names of the contracting officers and COTR for each contract within five (5) business days of contract award. If the Contracting Officer provided the SSE a solicitation number during pre-award, the contracting officer will ensure the SSE is notified of the contract number.

(o) Contractor employees who have not undergone a background investigation must be escorted at all times. In some instances, a contractor employee may be required to serve as an escort. In this situation, the contractor employee must have a completed and favorably adjudicated National Agency Check with Inquiries (NACI).

#### **3.14-4 GOVERNMENT-ISSUED KEYS, IDENTIFICATION BADGES, AND VEHICLE DECALS (July 2006)**

(a) It may become necessary for the Government to issue keys, PIV cards, vehicle decals, and/or access control cards to contractor employees. Prior to or upon completion or termination of the work required hereunder, the contractor must return all such Government-issued items to the issuing office with notification to the Contracting Officer's Technical Representative (COTR). When contractor employees who have been issued such items are terminated or no longer required to perform the work, the Government-issued items must be returned to the Government within three (3) business days or upon termination of the contract or the employee. Improper use, possession or alteration of FAA issued keys, PIV Cards and/or vehicle decals is subject to penalties under Title 18, USC 499, 506, and 701.

(b) In the event such keys, PIV Cards, or vehicle decals are not returned, the contractor understands and agrees that the Government may, in addition to any other withholding provision of the contract, withhold \$200 for each key PIV Card, and vehicle decal not returned. If the keys, PIV Cards, or vehicle decals are not returned within 30 calendar days from the date the withholding action was initiated, any amount so withheld must be forfeited by the contractor.

(c) Access to aircraft ramp/hangar areas is authorized only to those persons displaying a flight line identification card and for vehicles, a current ramp permit issued pursuant to Title 49, Part 1542, Code of Federal Regulations.

(d) The Government retains the right to inspect inventory, or audit PIV Cards, keys, vehicle decals, and access control cards issued to the contractor in connection with the contract at the convenience of the Government. Any items not accounted for, to the satisfaction of the Government will be assumed to be lost and the provisions of section (b) apply.

(e) Keys must be obtained from the COTR who will require the contractor to sign a receipt for each key obtained. Lost keys, PIV Cards, vehicle decals, and access control cards must immediately be reported concurrently to the Contracting Officer (CO), COTR, and Security and Investigations Division, AMC-700 and the Office of Facility Management, AMP-300. Electronic keying cards are handled in the same manner as metal keys.

(f) Each contract employee, during all times of on-site performance at the FAA Headquarters in Washington, DC, the Mike Monroney Aeronautical Center in Oklahoma City, and the FAA Facility in Egg Harbor Twp, NJ, must prominently display his/her current and valid PIV card on the front portion of his/her body between the neck and waist. Each PIV cardholder must not affix pins, stickers, or other decorations to the PIV.

(1) Prior to any contractor employee obtaining a PIV Card or vehicle decals, the contract employee is required to report in person to the SSE Registrar or an FAA designated trusted agent for fingerprinting, photographing, and to submit their required investigation forms as described in AMS clause 3.14-2, Contractor Personnel Suitability Requirements. The investigative forms must be submitted to the Security and Investigations Division, AMC-700, Mike Monroney Aeronautical Center by the contractor in a sealed envelope either hand carried by the contractor or sent via U.S. mail to: FAA, Security and Investigations Division, AMC-700, P.O. Box 25082, Oklahoma City, OK 73125. The SSE will review the forms and approve interim suitability prior to the contract employee beginning work. When an interim is granted by the SSE, the individual may begin work under escort until their OPM fingerprint check has been returned and successfully adjudicated at such time they can then be badge. If the contract employee requires a PIV Card, the fingerprint check must be completed and favorably adjudicated by the SSE prior to approval or issuance of the PIV card.

(2) To obtain the PIV Card, contractor employee must submit an Identification Card/Credential Application (DOT 1681) signed by the contractor employee and by the authorized trusted agent (when applicable) and also by the authorized sponsor to the CO or to the COTR. The DOT 1681 must contain, as a minimum, under the "Credential Justification" heading, the name of the contractor/company, the contract number or the appropriate acquisition identification number, the expiration date of the contract or the task (whichever is sooner), and the required signatures. The contractor will be notified when the DOT 1681 has been approved and is ready for processing by the Security and Investigations Division, AMC-700, Mike Monroney Aeronautical Center, at 405-954-5626. Arrangements for processing the identification cards, including photographs and lamination can be made by the contacting FAA Headquarters ID Center, at 202-267-7423.

(3) The contractor must contact the SSE to obtain the procedures that the contractor's employees must utilize to obtain their PIV Card.

(g) The contractor is responsible for ensuring final out-processing is accomplished for all departing contractor employees. Final out-processing must be accomplished by close of business the final workday of the contractor employee or the next day under special conditions. The SSE must be notified in writing and ensure that all FAA medial, including the PIV card are returned to the SSE. Aeronautical Center Form AC 3370-2, Contract Employee Clearance Form will be completed by the contractor and copies will be distributed to the COTR, CO, and AMC-700 after completion.

### **3.14-5 SENSITIVE UNCLASSIFIED INFORMATION (SUI) (July 2006)**

(a) Sensitive information must be restricted to specific contractors who:

- (1) Have a need "to know" to perform contract tasks;
- (2) Meet personnel suitability security requirements to access sensitive information; and
- (3) Successfully complete a non-disclosure agreement (NDA).

(b) The contractor must develop and implement procedures to ensure that sensitive information is handled in accordance with FAA requirements and at a minimum, must address:

- (1) Steps to minimize risk of access by unauthorized persons during business and non-business hours to include storage capability;
- (2) Procedures for safeguarding during electronic transmission (voice, data, fax) mailing or hand carrying;
- (3) Procedures for protecting against co-mingling of information with general contractor data system/files;
- (4) Procedures for marking documents with both the protective marking and the distribution limitation statement as needed;
- (5) Procedures for the reproduction of subject material;
- (6) Procedures for reporting unauthorized access; and
- (7) Procedures for the destruction and/or sanitization of such material.

**3.1-1 CLAUSES AND PROVISIONS INCORPORATED BY REFERENCE (DEC 2005)**

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at:

<http://www.asu.faa.gov/conwrite/> (on this web page, select "Search and View Clauses").

- 3.1.7-2 Organizational Conflicts of Interest (Aug 1997)**
- 3.2.2.3-33 Order of Precedence (July 2004)**
- 3.2.2.3-75 Requests For Contract Information (Jul 2004)**
- 3.2.2.7-6 Protecting the Government's Interest when Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (April 1996)**
- 3.2.5-1 Officials Not to Benefit (April 1996)**
- 3.2.5-3 Gratuities or Gifts (January 1999)**
- 3.2.5-4 Contingent Fees (October 1996)**
- 3.2.5-5 Anti-Kickback Procedures (October 1996)**
- 3.2.5-7 Disclosure Regarding Payments to Influence Certain Federal Transactions (June 1999)**
- 3.2.5-8 Whistleblower Protection for Contractor Employees (April 1996)**
- 3.3.1-1 Payments (April 1996)**
- 3.3.1-5 Payments under Time-and-Materials and Labor-Hour Contracts (April 2001)**
- 3.3.1-6 Discounts for Prompt Payment (April 1996)**
- 3.3.1-8 Extras (April 1996)**
- 3.3.1-9 Interest (April 1996)**
- 3.3.1-10 Availability of Funds (April 1996)**
- 3.3.1-14 Limitation of Funds (April 1996)**
- 3.3.1-15 Assignment of Claims (April 1996)**
- 3.3.1-17 Prompt Payment (January 2003)**
- 3.3.2-1 FAA Cost Principles (October 1996)**
- 3.4.1-10 Insurance--Work on a Government Installation (July 1996)**
- 3.4.2-6 Taxes--Contracts Performed in U.S. Possessions or Puerto Rico (October 1996)**
- 3.4.2-8 Federal, State, and Local Taxes--Fixed-Price Contract (April 1996)**
- 3.6.1-1 Notice of Total Small Business Set-Aside (July 2006)**
- 3.6.1-3 Utilization of Small, Small Disadvantaged, Women-Owned, and Service- Disabled Veteran Owned Small Business Concerns (September 2001)**
- 3.6.1-4 Small, Small Disadvantaged and Women-Owned, and Service-Disabled Veteran Owned Small Business Concerns (September 2001)**
- 3.6.1-7 Limitations on Subcontracting (August 1997)**
- 3.6.2-2 Convict Labor (April 1996)**
- 3.6.2-9 Equal Opportunity (August 1998)**
- 3.6.2-12 Affirmative Action for Special Disabled and Vietnam Era Veterans (January 1998)**
- 3.6.2-13 Affirmative Action for Handicapped Workers (April 2000)**
- 3.6.2-14 Employment Reports on Special Disabled Veterans and Veterans of Vietnam Era (January 1998)**
- 3.6.2-35 Prevention of Sexual Harassment (August 1998)**
- 3.6.3-2 Clean Air and Clean Water (April 1996)**
- 3.6.3-16 Drug Free Workplace (January 2004)**
- 3.6.4-2 Buy American Act--Supplies (July 1996)**
- 3.6.4-10 Restrictions on Certain Foreign Purchases (April 1996)**
- 3.7-1 Privacy Act Notification (October 1996)**
- 3.7-2 Privacy Act (October 1996)**
- 3.8.2-10 Protection of Government Buildings, Equipment, and Vegetation (April 1996)**
- 3.8.2-11 Continuity of Services (April 1996)**
- 3.9.1-1 Contract Disputes (Nov 2002)**
- 3.10.1-7 Bankruptcy (April 1996)**
- 3.10.1-12 Changes--Fixed-Price (Applicable to CLINS 0001, 0004, 0007, 0010, 0013) (April 1996)**
- 3.10.1-12/alt II Changes--Fixed-Price/Alternate II (Applicable to CLINS 0001, 0004, 0007, 0010, 0013)**

(April 1996)

- 3.10.1-13/alt II Changes--Cost Reimbursement/Alternate II (Applicable to CLINS 0002, 0003, 0005, 0006, 0008, 0009, 0011, 0012) (April 1996)**
- 3.10.1-25 Novation and Change-of-Name Agreements (January 2003)**
- 3.10.2-1 Subcontracts Fixed-Price Contracts (April 1996)**
- 3.10.6-1 Termination for Convenience of the Government (Fixed Price) (October 1996)**
- 3.10.6-4 Default (Fixed-Price Supply and Service) (October 1996)**
- 3.13-5 Seat Belt Use by Contractor Employees (January 1999)**
- 3.14-1 Security Requirements—Classified Contracts (July 2002)**
- 3.14-3 Foreign Nationals as Contractor Employees (July 2006)**

**PART III - SECTION J**  
**LIST OF ATTACHMENTS**

<u>ATTACHMENT</u>	<u>TITLE</u>	<u>DATE</u>	<u>NO. OF PAGES</u>
1.	Statement of Work	Jan 3, 2007	6
2.	Business Declaration Form		1

**PART IV - SECTION K**

**REPRESENTATIONS, CERTIFICATIONS AND  
OTHER STATEMENTS OF OFFERORS**

Certain representations and certifications must be made by the offeror and must be filled in as appropriate. The signature of the offeror on the face page of this solicitation (Standard Form 33 or Standard Form 26, as applicable) constitutes the making of certain representations and certifications. Award of any contract to the offeror shall be considered to have incorporated the applicable representations and certifications by reference.

**K.1 NAICS CODE AND SMALL BUSINESS SIZE STANDARD (NOV 2000)**

**CLA.0126**

- (a) The North American Industry Classification System (NAICS) code for this acquisition is **541611**.
- (b) The small business size standard is \$6.5 million.
- (c) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

**K.2 SCREENING INFORMATION REQUEST DOCUMENT CERTIFICATION (MAR 1999) CLA.4532**

By signature on the face of this SIR, the offeror certifies that the signee is an officer or employee of the firm submitting this offer who is responsible for the preparation of this offer. The signature further certifies that, to the best of their knowledge and belief, no changes have been made to any terms or conditions contained in the original documents/SIR as issued by the FAA. Offeror fully understands that failure to make disclosure of changes may cause the contract to be terminated for default or rescinded as being null and void and shall not be a legally binding contract.

**K.3 SECTION 508 OF THE REHABILITATION ACT OF 1973 CERTIFICATION  
(SEP 2001)**

**CLA.4547**

By signature on this offer, the contractor certifies that all electronic and information technology offered herein (both equipment and services) complies with the requirements of Section 508 of the Rehabilitation Act of 1973 (29 U.S.C. 794d). For details of the Rehabilitation Act of 1973, see the information at <http://www.section508.gov>.

**3.2.2.3-10 TYPE OF BUSINESS ORGANIZATION (July 2004)**

By checking the applicable box, the offeror (you) represents that--

(a) You operate as ☐ a corporation incorporated under the laws of the State of \_\_\_\_\_,  
☐ an individual, ☐ a partnership, ☐ a nonprofit organization, ☐ a joint venture or ☐ other  
\_\_\_\_\_[specify what type of organization].

(b) If you are a foreign entity, you operate as ☐ an individual, ☐ a partnership, ☐ a nonprofit organization,  
☐ a joint venture, or ☐ a corporation, registered for business in

\_\_\_\_\_  
(country)

**3.2.2.3-15 AUTHORIZED NEGOTIATORS (JULY 2004)**

The offeror states that the following persons are authorized to negotiate on your behalf with the FAA in connection with this offer:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Phone number: \_\_\_\_\_

**3.2.2.3-70 TAXPAYER IDENTIFICATION (JULY 2004)****(a) Definitions.**

1) "Common parent," as used in this clause, means a corporate entity that owns or controls an affiliated group of corporations that files an offeror's (you, your) Federal income tax returns on a consolidated basis, and of which you are a member.

(2) "Corporate status," as used in this clause, means a designation as to whether you are a corporate entity, an unincorporated entity (for example, sole proprietorship or partnership), or a corporation providing medical and health care services.

(3) "Taxpayer Identification Number (TIN)," as used in this clause, means the number the Internal Revenue Service (IRS) requires you use in reporting income tax and other returns.

(b) All offerors must submit the information required in paragraphs (c) through (e) of this provision to comply with reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M and implementing regulations issued by IRS. The FAA will use this information to collect and report on any delinquent amounts arising out of your relation with the Federal Government, under Public Law 104 -134, the Debt Collection Improvement Act of 1996, Section 31001(l)(3). If the resulting contract is subject to the reporting requirements and you refuse or fail to provide the information, the Contracting Officer (CO) may reduce your payments 31 percent under the contract.

**(c) Taxpayer Identification Number (TIN).**

☐ TIN: \_\_\_\_\_

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not leave income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of a Federal, state, or local government;

☐ Other—State basis. \_\_\_\_\_

**(d) Corporate Status.**

☐ Corporation providing medical and health care services, or engaged in the billing and collecting of payments for such services;

☐ Other corporate entity

☐ Not a corporate entity

☐ Sole proprietorship

☐ Partnership

☐ Hospital or extended care facility described in 26 CFR 501(c)(3) that is exempt from taxation under 26 CFR 501(a).

**(e) Common Parent.**

☐ A common parent does not own or control the offeror as defined in paragraph (a).

☐ Name and TIN of common parent:

Name \_\_\_\_\_

TIN \_\_\_\_\_

**3.2.2.3-76 REPRESENTATION - RELEASE OF CONTRACT INFORMATION (JULY 2004)**

(a) Any contract resulting from this SIR may be subject to release under the Freedom of Information Act (FOIA), 5 U.S.C. Section 552.

(b) The offeror's (you, your) position regarding the possible release of information you provide in response to this SIR is as follows:

**(c) REPRESENTATION CONCERNING RELEASE OF CONTRACT INFORMATION--**

The offeror (you) represents that--(1)[ ] You have made a complete review of your offer(s) in response to this SIR and no exemption from mandatory release under FOIA exists, and, (2)[ ] You have no objection to the release of any contract you may be awarded in whole or in part resulting from this SIR.

OR

The offeror (you) represents that [ ] your offer(s) in response to this SIR contains information that is exempt from mandatory release under FOIA. Accordingly, you represent that--(1)[ ] You have identified any sensitive documents you submitted in response to this SIR by placing restrictive markings on them. This may include trade secrets, proprietary information, or commercial or financial information that is privileged or confidential, and (2)[ ] As the party that provided the information, you have provided the Contracting Officer (by separate letter concurrent with this offer) detailed information listing the page(s) to be withheld complete with any and all legal justifications which would permit the FAA to invoke a FOIA exemption.

**3.2.2.7-7 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (APRIL 1996)**

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that--

(i) The Offeror and/or any of its Principals--

(A) Are [ ] are not [ ] presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have [ ] have not [ ] within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; and

(C) Are [ ] are not [ ] presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.

(ii) The Offeror has [ ] has not [ ] within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) 'Principals,' for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions). THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this SIR. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this SIR for default.

### **3.3.1-35 CERTIFICATION OF REGISTRATION IN CENTRAL CONTRACTOR REGISTRATION (CCR) (April 2006)**

In accordance with Clause 3.3.1-33, Central Contractor Registration, offeror certifies that they are registered in the CCR Database and have entered all mandatory information including the DUNS or DUNS+4 Number.

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Phone Number: \_\_\_\_\_

### **3.5-14 REPRESENTATION OF LIMITED RIGHTS DATA AND RESTRICTED COMPUTER SOFTWARE (October 1996)**

(a) This Screening Information Request (SIR) sets forth the work to be performed if a contract award results, and the Government's known delivery requirements for data, as defined in the clause "Rights in Data-General." Any resulting contract may also provide the Government the option to order additional data under the "Additional Data Requirements" clause, if included in the contract. Any data delivered under the resulting contract will be subject to the "Rights in Data-General" clause that is to be included in this contract. Under the latter clause, a Contractor may withhold from delivery data that qualify as limited rights data or restricted computer software, and deliver form, fit, and function data in lieu thereof. The latter clause also may be used with its Alternates II and/or III to obtain delivery of limited rights data or restricted computer software, marked with limited rights or restricted rights notices, as appropriate. In addition, use of Alternate V with this latter clause provides the Government the right to inspect such data at the Contractor's facility.

(b) As an aid in determining the Government's need to include any of the aforementioned Alternates in the clause "Rights in Data-General," the offeror's response to this Screening Information Request (SIR) may, to the extent feasible, complete the representation in paragraph (b) of this provision to either state that none of the data qualify as limited rights data or restricted computer software, or identify which of the data qualifies as limited rights data or restricted computer software. Any identification of limited rights data or restricted computer software in the offeror's response is not determinative of the status of such data should a contract be awarded to the offeror.

#### **REPRESENTATION CONCERNING DATA RIGHTS**

Offeror has reviewed the requirements for the delivery of data or software and states (offeror check appropriate block)—

☐ None of the data proposed for fulfilling such requirements qualifies as limited rights data or restricted computer software.

☐ Data proposed for fulfilling such requirements qualify as limited rights data or restricted computer software and are identified as follows:

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Note: "Limited rights data" and "Restricted computer software" are defined in the contract clause titled "Rights In Data-General."

**3.6.2-6 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (APRIL 1996)**

The offeror represents that--(a) It [ ] has, [ ] has not, participated in a previous contract or subcontract subject either to the "Equal Opportunity" clause of this solicitation, the clause originally contained in Section 310 of Executive Order No. 10925, or the clause contained in Section 201 of Executive Order No. 11114; (b) It [ ] has, [ ] has not, filed all required compliance reports; and (c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

**3.6.2-8 AFFIRMATIVE ACTION COMPLIANCE (APRIL 1996)**

The offeror represents that (a) it [ ] has developed and has on file, [ ] has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or (b) it [ ] has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

**3.6.4-15 BUY AMERICAN ACT CERTIFICATE (July 1996)**

(a) The offeror certifies that each end product, except as listed below, is a domestic end product (as defined in the clause "Buy American Act-Supplies,") and components of unknown origin are considered to have been mined, produced, or manufactured outside the United States.

Excluded End Product Country of Origin

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

[list as necessary]

(b) The offeror agrees to furnish any additional information as the Contracting Officer may request to verify the above information and to evaluate the offer. Offerors may obtain from the Contracting Officer lists of articles, materials, and supplies excepted from the Buy American Act.

**3.8.2-18 CERTIFICATION OF DATA (October 1996)**

(a) The offeror represents and certifies that to the best of its knowledge and belief, the information and/or data (e.g., company profile, qualifications, background statements, brochures) submitted with its offer is current, accurate, and complete as of the date of its offer.

(b) The offeror understands that any inaccurate data provided to the Department of Transportation may subject the offeror, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) enforcement action for false claims or statements pursuant to the Program Fraud Civil Remedies Act of 1986, 31 U.S.C. 3801-3812 and 49 CFR Part 31 and/or; (3) termination for default under any contract resulting from its offer and/or; (4) debarment or suspension.

(c) The offeror agrees to obtain a similar certification from its subcontractors.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Typed Name and Title: \_\_\_\_\_

Company Name: \_\_\_\_\_

This certification concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

### **3.1-1 CLAUSES AND PROVISIONS INCORPORATED BY REFERENCE (DEC 2005)**

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at:

<http://www.asu.faa.gov/conwrite/> (on this web page, select "Search and View Clauses").

**3.6.2-5      Certification of Nonsegregated Facilities (April 1996)**

**3.6.3-1      Clean Air and Water Certification (April 2000)**

**PART IV - SECTION L**  
**INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS**

**L.1 REQUEST FOR MODIFICATION OF CONTRACT TERMS AND CONDITIONS      CLA.4533**  
**(JAN 1997)**

Offeror's are hereby notified that the terms and conditions of this SIR shall be changed only through formal amendment(s) issued by the Contracting Officer. If an offeror takes issue with the terms and conditions contained herein, the offeror shall submit a Request for Modification of Terms and Conditions under separate attachment to their proposal. This request should be in offeror's format, on offeror's letterhead, signed by an officer of the company with authority to bind the offeror. The request must include documentation that fully highlights the offeror's proposed changes and must be specific as to the exact term(s) or condition (s) to which the exception(s) are being taken. These changes shall not be binding on the FAA until fully agreed to by both the FAA and the offeror and incorporated into the document prior to contract award.

**L.2 PREVENTION OF OTHER FORMS OF HARASSMENT (MAY 2002)      CLA.4551**

(a) 'Harassment', as used in this clause, means any verbal, written, graphic, or physical form of harassment or other misconduct that creates or that may reasonably be expected to create an intimidating, hostile, or offensive work environment based on race, color, religion, gender, sexual orientation, national origin, age, or disability.

(b) It is FAA policy that harassment as defined in paragraph (a) above will not be tolerated or condoned in the FAA workplace. It is also FAA's intent to effectively address inappropriate conduct.

(c) The Contractor agrees to support this policy in performing work under this contract, and that harassment in any form will not be tolerated in the FAA workplace.

(d) If the Contractor, or a subcontractor of any tier, subcontracts any portion of the work under this contract, each such subcontract shall include this provision.

(e) The Contractor shall take whatever corrective action it deems necessary to promptly address harassment in the FAA workplace, or on an FAA site. The Contractor agrees to immediately provide the Contracting Officer all relevant information pertaining to any such conduct, and notify him/her of its planned action.

(f) The Contracting Officer may require the Contractor to remove employee(s) from the FAA worksite that the Contracting Officer deems to have engaged in harassment as defined in paragraph (a) above.

(g) Any FAA action under subsection (f) above does not relieve the Contractor of its liability or obligations under the Civil Rights Act of 1964, or any other applicable law or regulation.

**L.3 INFORMATION AND CONSIDERATIONS AFFECTING OFFEROR PROPOSAL SUBMISSIONS**

(a) This acquisition will involve the use of streamlined acquisition procedures employing best practices for competitive negotiated procurements as authorized by the FAA AMS of 1997.

(b) The procurement process will involve the evaluation of technical proposals and cost/price proposals. Evaluations involved will permit the FAA to select an offeror that meets the FAA's requirements and offers the best value.

(c) Specific attention is invited to AMS paragraph 3.2.2.3.1.2.2, Communications with Offerors. The FAA may communicate with one or more offerors at any time during the SIR process. Communications with one offeror do not necessitate communications with other offerors, since communications will be offeror-specific. Information determined to have common application and not considered prejudicial to offerors will be communicated to all offerors. An award may be made without further discussions/negotiations. Offerors should, therefore, submit their best technical and pricing proposals in the initial proposal. Offerors are to consider all terms and conditions contained in the formal SIR in preparation of the proposals set forth herein.

**L.4 INSTRUCTIONS FOR PREPARATION AND SUBMISSION OF PROPOSALS**

(a) Each offeror will submit information identified in the volumes as set forth in Table 1 below. The data submitted should be complete, concise and relevant to the requirements of the SIR/Request For Offer (RFO) and are required to be submitted in the format outlined below.

(b) General proposals submitted in response to this SIR/RFO shall be formatted in accordance with the instructions provided in this section. Vendors shall furnish proposal in hardcopy (via mail) and electronic version via email.

**Table 1. Proposal Organization**

**Volume 1 – Solicitation, Offer, and Award Documents**

Electronic: 1 copy electronic media (via email)

Hard Copy: 1 hard copy (via mail)

**Volume 2 – Technical Proposal** – Technical proposals shall be submitted in separate and complete sections for each of the Technical Evaluation Factors outlined in Section M. Technical proposals shall not include prices/costs or any pricing information.

Electronic: 1 copy electronic media (via email)

Hard Copy: 1 hard copy (via mail)

**Volume 3 – Experience/Past Performance Proposal**

Electronic: 1 copy electronic media (via email)

Hard Copy: 1 hard copy (via mail)

**Volume 4 – Cost/Price Proposal**

Electronic: 1 copy electronic media (via email)

Hard Copy: 1 hard copy (via mail)

(c) The offerors' proposals shall be received by the Government by the date specified in Section L. Questions shall be submitted, in writing, via email **within 10 calendar days** from release of the SIR.

**CAUTION:** Evaluators will read only up to the page limit as specified. Pages in excess of the stated limit will be removed from the proposal and returned to the offeror to ensure they are not evaluated.

**Note: Pricing Data must not be included in other than Volume 4 of the Proposal.**

(d) Common items for each volume are:

- (1) Volume/page. A footer identifying the volume number, page number, and total number of pages should be put on the bottom of each page.
- (2) Volumes shall be marked "Procurement Sensitive." A cover sheet may be used for each volume for this designation along with the designation of the applicable page(s) the offeror deems competition sensitive.
- (3) All volumes shall be submitted electronically via email, with the signature page faxed (405-954-0042) to the CO. Your proposals shall be submitted through the email media in Microsoft Word 2000 or compatible for text documents and as Microsoft Excel 5.0 or compatible for spreadsheets.
- (4) Formatting shall allow proposal to be printed on standard 8 1/2 x 11 paper; minimum 1 inch margins, left, right, top and bottom; single side printing only, with text font size of 11.

(e) Proposals are due in the Contracting Office at the email address shown below no later than **13 FEBRUARY 2007** and shall be delivered in the prescribed media and format to the following address:

Attn: Debby Getz, Contracting Officer  
e-mail: [deborah.getz@faa.gov](mailto:deborah.getz@faa.gov)

(f) Electronic proposal submissions are to be followed by hard-copy submissions (1 copy of each proposal volume) not later than five (5) business days after the closing date specified in paragraph (c) above to the following address:

Attn: Debby Getz, Contracting Officer  
FAA, Mike Monroney Aeronautical Center (AMQ-320)  
6500 South MacArthur Blvd  
Oklahoma City OK 73125

**The hard-copy submission will take precedence if the electronic and hard-copy submissions do not match.**

#### **VOLUME 1 – SOLICITATION, OFFER, AND AWARD DOCUMENTS**

This volume shall contain a copy of the solicitation duly executed by an official authorized to bind the offeror, to include data to be filled in certain clauses by the offeror, Part IV, Section K "Representations, Certifications, and Other Statements of Offerors" and the Business Declaration (Attachment 2). Completion of these documents indicates that the Offeror has read and agreed to the terms and conditions contained in SIR Sections A through K.

#### **VOLUME 2 - TECHNICAL PROPOSAL:**

(a) The Contractor's technical proposal shall be limited to no more than 10 typewritten pages, in 11 font, excluding test reports, technical manuals, and similar technical documentation (however such documentation shall be limited to only that necessary to demonstrate compliance with specifications), and shall be in sufficient detail to demonstrate their complete understanding of the Statement of Work (SOW), deliverables and the availability of experienced technical personnel necessary to perform the technical support described in the solicitation. Technical proposals will be evaluated in accordance with criteria set forth in Section M, Clause M.4, Evaluation of Criteria, and shall be prepared as follows:

(b) Technical proposals shall be organized by section, and appropriately tabbed or identified. To provide a fair and equitable evaluation of all proposals, separate and complete responses must be made to each of the following factors.

(c) The technical proposal must be sufficiently detailed to enable technically oriented personnel to make a thorough evaluation and to arrive at a sound determination as to whether the proposed supplies/services meet the requirements of the Government and that the offered approach is valid and practical. The technical proposal must be specific, detailed, and complete to clearly and fully demonstrate that the offeror has a thorough understanding of the requirements for the National Airspace System Defense Program, and the technical problems inherent in, providing supplies/services of the scope outlined in the attached Statement of Work. Clear evidence of supplies/services previously demonstrated and currently in place relating to the factors should be included in each evaluation area.

**(d) Statements that the offeror understands, can, or will comply with all statements in the Statement of Work, and statements paraphrasing the requirements or parts thereof, are considered insufficient. Phrases such as "standard procedures are employed" or "well-known techniques will be used" etc., will be considered insufficient.**

(e) Content is more important than quantity. The technical proposal is limited to no more than the page limitations specified in this clause. Unnecessarily elaborate brochures or other presentations beyond that sufficient to present complete and effective proposals are neither necessary nor desired and may be construed as an indication of the offerors' lack of cost consciousness. To expedite review of the proposals, the responses for each evaluation factor shall be provided in a separate section and the section shall be labeled for ease of reference.

**FACTOR 1: TECHNICAL PERFORMANCE**

**Subfactor 1:** Proposal must document the offeror's understanding of the Statement of Work and the requirements needed to fulfill task requirements.

**Subfactor 2:** Proposal must document that the offeror has actively worked with FAA regulations, policies, and procedures that are related to the NAS Defense Program and its relationship to Homeland Defense.

**Subfactor 3:** Proposal must provide documentation on contractor personnel's NAS Defense Program work-related experience, educational background, and security credentials. The contractor shall provide a resume for the personnel (Senior Subject Matter Expert) for the Job Qualifications of:

- a) 15 years experience with FAA Policy development, financial management, technical and programmatic support
- b) 5 years direct experience with the NAS Defense Program, its services, and NDP external customers
- c) Possess a Top Secret security clearance or ability to obtain one
- d) Possess a minimum of a Bachelor of Science Degree in Business Management or related business degree

**Subfactor 4:** Specific expertise required by the contractor:

- a) Experience developing Monthly Status Reports and Schedule Updates
- b) Experience developing External Customer Commodities Review Packages
- c) Experience developing External Funding Budget Packages
- d) Experience developing Action Item Tracking Reports
- e) Experience developing Service Tracking Reports

**Subfactor 5:** Proposal must provide documentation in the form of an Employment Contract for the resume provided in Subfactor 3.

**VOLUME 3: EXPERIENCE/PAST PERFORMANCE PROPOSAL**

**(Note: Experience simply means an offeror has "done it." Past performance represents "how well" an offeror accomplished the effort. Of additional importance is that past performance and experience must be current and relevant as well as comparable in scope and magnitude to that described in the SOW.)**

**(a) Experience:** The offeror shall submit a list of relevant past and present contracts performed for Federal, State, Local Governments or commercial sources within the past **five (5) years**, involving effort of same or similar complexity, magnitude, and level. This information may include data or efforts performed by other divisions, corporate management, or critical subcontractors, if such resources will be brought to bear or significantly influence the performance of the proposed effort. Information submitted shall include the information in paragraphs (1) and (2) below:

- (1) Administrative Data:
  - a. Offeror's company/division name
  - b. Program title, if applicable
  - c. Contracting agency/private company
  - d. Contract number
  - e. Brief description of the contract effort
  - f. Type of contract – Fixed Price, Time and materials, etc., and dollar amount of the contract, including modifications
  - g. Period of performance

- h. Identify any contract discrepancy reports issued against the contract and how they were resolved
- i. Name, address, telephone number, and email address of the government program manager, ACO, or PCO (if a government effort), or the contract manager or other point of contact of the referenced effort

(2) Specific Content: Offerors are required to explain what aspects of the contracts identified are deemed relevant to the proposed effort, and may include a discussion of significant achievement or explain past efforts to identify and manage problems. Offerors may include any information not previously covered that will enhance the evaluator's understanding of the proposed operation and qualifications.

(3) Offerors are encouraged to provide points of contacts who are willing to complete and return a past performance questionnaire that may be issued by the Government. Additionally, offerors are advised that the government reserves the right to obtain information about other information about other contracts not mentioned in the offeror's proposal, but which are believed to be similar to the proposed effort.

The Government **intends** to use the POCs as references to validate the accuracy of the past performance write-ups.

**Offeror's without a record of relevant experience/past performance or for whom information on past performance is not available will not be evaluated favorably or unfavorably on past performance and, as a result, will receive a "Neutral/Unknown Confidence" rating for the Past Performance factor.**

#### **VOLUME 4 - COST/PRICE PROPOSAL**

The offerors' Cost/Price Proposal shall not be page limited. At a minimum the Cost/Price Proposal shall include the following information:

- (a) Authorized Individuals - The offeror shall provide the name, title, telephone number, fax number, and email address for the individual designated as the central point of contact for this proposal.
- (b) Assumptions - The offeror shall describe any assumptions used to develop the proposed prices
- (c) Pricing Table - The offeror shall complete the pricing table in Section B of the SIR by inserting unit prices (where applicable) for each contract line item number (CLIN). Each offeror shall provide contract line item pricing based on total price for each line item with summary of cost with major cost element level to support each line item. Each offeror shall provide cost information in sufficient detail to determine price realism. The information should be summarized and be traceable to each CLIN. The information shall be presented at least at major cost element level (e.g. Direct Labor, Labor Overhead, Other Direct Costs, General and Administrative, Profit, etc). The Government evaluators, if necessary throughout the course of evaluations, may require additional cost information.

(d) Offerors must complete Section A, Solicitation, Offer and Award (SF33), blocks 12 through 18; Section B, Supplies or Services and Prices/Costs.

#### **L.5 DISPOSITION OF UNSUCCESSFUL PROPOSALS**

Proposals from unsuccessful offerors will not be returned to the offeror. Proposal originals will be retained in the contract file. The Contracting Officer will destroy all other copies.

#### **L.6 PROPOSAL ACCEPTANCE**

- (a) Only one proposal from each offeror shall be considered

(b) The FAA reserves the right to consider as acceptable only those proposals submitted in accordance with the requirements set forth in this SIR/RFP which demonstrate an understanding of the complexity and scope of the requirements.

(c) The FAA further reserves the right to reject, as unacceptable, proposals deleting or altering technical requirements.

### **3.2.2.3-20 ELECTRONIC OFFERS (July 2004)**

(a) The offeror (you) may submit responses to this SIR by the following electronic means email. Your offer must arrive at the place and by the time specified in the SIR.

(b) Electronic offers must refer to this SIR and include, as applicable, the item or sub-items, quantities, unit prices, time and place of delivery, all representations and other information required and a statement specifying the extent of your agreement with all the FAA's (we) terms, conditions, and provisions.

(c) We may decline to consider electronic offers that do not include required information, or that reject any of the terms, conditions and provisions of the SIR.

(d) We reserve the right to make award solely on the electronic offer. However, if the CO requests, you must promptly submit the complete original (hard copy) signed proposal.

(e) Send your offer electronically to [deborah.getz@faa.gov](mailto:deborah.getz@faa.gov).

(f) If you chose to send your offer electronically, we will not be responsible for any failure attributable to transmitting or receiving the offer.

### **3.2.4-1 TYPE OF CONTRACT (April 1996)**

The FAA contemplates award of a Firm-Fixed Price type contract resulting from this Screening Information Request.

### **3.9.1-3 PROTEST (November 2002)**

AS A CONDITION OF SUBMITTING AN OFFER OR RESPONSE TO THIS SIR (OR OTHER SOLICITATION, IF APPROPRIATE), THE OFFEROR OR POTENTIAL OFFEROR AGREES TO BE BOUND BY THE FOLLOWING PROVISIONS RELATING TO PROTESTS:

(a) Protests concerning Federal Aviation Administration Screening Information Requests (SIRs) or awards of contracts shall be resolved through the Federal Aviation Administration (FAA) dispute resolution system at the Office of Dispute Resolution for Acquisition (ODRA) and shall be governed by the procedures set forth in 14 C.F.R. Parts 14 and 17, which are hereby incorporated by reference. Judicial review, where available, will be in accordance with 49 U.S.C. 46110 and shall apply only to final agency decisions. A protestor may seek review of a final FAA decision only after its administrative remedies have been exhausted.

(b) Offerors initially should attempt to resolve any issues concerning potential protests with the Contracting Officer. The Contracting Officer should make reasonable efforts to answer questions promptly and completely, and, where possible, to resolve concerns or controversies. The protest time limitations, however, will not be extended by attempts to resolve a potential protest with the Contracting Officer.

(c) The filing of a protest with the ODRA may be accomplished by mail, overnight delivery, hand delivery, or by facsimile. A protest is considered to be filed on the date it is received by the ODRA.

(d) Only an interested party may file a protest. An interested party is one whose direct economic interest has been or would be affected by the award or failure to award an FAA contract. Proposed subcontractors are not "interested parties" within this definition.

(e) A written protest must be filed with the ODRA within the times set forth below, or the protest shall be dismissed as untimely:

(1) Protests based upon alleged improprieties in a solicitation or a SIR that are apparent prior to bid opening or the time set for receipt of initial proposals shall be filed prior to bid opening or the time set for the receipt of initial proposals.

(2) In procurements where proposals are requested, alleged improprieties that do not exist in the initial solicitation, but which are subsequently incorporated into the solicitation, must be protested not later than the next closing time for receipt of proposals following the incorporation.

(3) For protests other than those related to alleged solicitation improprieties, the protest must be filed on the later of the following two dates:

(i) Not later than seven (7) business days after the date the protester knew or should have known of the grounds for the protest; or

(ii) If the protester has requested a post-award debriefing from the FAA Product Team, not later than five (5) business days after the date on which the Product Team holds that debriefing.

(f) Protests shall be filed at:

(1) Office of Dispute Resolution for Acquisition, AGC-70  
Federal Aviation Administration,  
800 Independence Ave., S.W.,  
Room 323,  
Washington, DC 20591,

Telephone: (202) 267-3290,  
Facsimile: (202) 267-3720; or

(2) other address as specified in 14 CFR Part 17.

(g) At the same time as filing the protest with the ODRA, the protester shall serve a copy of the protest on the Contracting Officer and any other official designated in the SIR for receipt of protests by means reasonably calculated to be received by the Contracting Officer on the same day as it is to be received by the ODRA. The protest shall include a signed statement from the protester, certifying to the ODRA the manner of service, date, and time when a copy of the protest was served on the Contracting Officer and other designated official(s).

(h) Additional information and guidance about the ODRA dispute resolution process for protests can be found on the ODRA Website at <http://www.faa.gov>.

### **3.13-4 CONTRACTOR IDENTIFICATION NUMBER DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (April 2006)**

(a) Definitions. As used in this clause

"Contractor Identification Number," as used in this provision, means "Data Universal Numbering System (DUNS) number, which is a nine-digit number assigned by Dun and Bradstreet Information Services, to identify unique business entities (taken from CCR clause)

"Data Universal Numbering System +4 (DUNS+4) number" means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer.

(b) Contractor identification is essential for receiving payment and complying with statutory contract reporting requirements. Therefore, the offeror shall provide its DUNS or DUNS+4 number below. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

DUNS OR DUNS+4 NUMBER: \_\_\_\_\_

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number

- (i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com/>; or
- (ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

- (i) Company legal business.
- (ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.
- (iii) Company Physical Street Address, City, State, and ZIP Code.
- (iv) Company Mailing Address, City, State and ZIP Code (if different from physical street address).
- (v) Company Telephone Number.
- (vi) Date the company was started.
- (vii) Number of employees at your location.
- (viii) Chief executive officer/key manager.
- (ix) Line of business (industry).
- (x) Company Headquarters name and address (reporting relationship within your entity).

### **3.1-1 CLAUSES AND PROVISIONS INCORPORATED BY REFERENCE (DEC 2005)**

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at:

<http://www.asu.faa.gov/conwrite/> (on this web page, select "Search and View Clauses").

<b>3.1.7-4</b>	<b>Organizational Conflict of Interest SIR Provision – Short Form (March 2006)</b>
<b>3.2.2.3-1</b>	<b>False Statements in Offers (July 2004)</b>
<b>3.2.2.3-6</b>	<b>Submittals in the English Language (July 2004)</b>
<b>3.2.2.3-7</b>	<b>Submittals in U.S. Currency (July 2004)</b>
<b>3.2.2.3-11</b>	<b>Unnecessarily Elaborate Submittals (July 2004)</b>
<b>3.2.2.3-12</b>	<b>Amendments to Screening Information Requests (July 2004)</b>
<b>3.2.2.3-13</b>	<b>Submission of Information/Documentation/Offer (July 2004)</b>
<b>3.2.2.3-14</b>	<b>Late Submissions, Modifications, and Withdrawals of Submittals (July 2004)</b>
<b>3.2.2.3-16</b>	<b>Restricting, Disclosing and Using Data (July 2004)</b>
<b>3.2.2.3-17</b>	<b>Preparation of Offers (July 2004)</b>
<b>3.2.2.3-18</b>	<b>Prospective Offeror's Requests for Explanations (July 2004)</b>
<b>3.2.2.3-19</b>	<b>Contract Award (July 2004)</b>
<b>3.3.1-30</b>	<b>Progress Payments Not Included (November 1997)</b>

### **EXCEPTION TO SOLICITATION TERMS AND CONDITIONS**

You must state in your proposal any exceptions taken to the terms and conditions of the solicitation. For each exception, you shall identify the term or condition, state the reason for the exception, and provide any other information concerning the exception. The Government will consider exceptions and its

relevance to the solicitation and your proposals, and reserves the right to include such consideration in making "best value" decisions.

**Small and Disadvantaged Business Notification**

"This Notice is for informational purposes for Minority, Women-Owned and Disadvantaged Business Enterprises. The Department of Transportation (DOT), Office of Small and Disadvantaged Business Utilization, has a program to assist small businesses, small businesses owned and controlled by a socially and economically disadvantaged individuals, and women-owned concerns to acquire short-term working capital assistance for transportation-related contracts. Loans are available under the DOT Short Term Lending Program (STLP) at prime interest rates to provide accounts receivable financing. The maximum line of credit is \$500,000. For further information and applicable forms concerning the STLP, call the OSDBU at (800) 532 1169."

**NOTE: Vendors are advised that any and all cost incurred in the preparation and/or submission of a proposal in response to this solicitation or its resultant task order is at the risk of the contractor. The FAA shall not reimburse contractors for any costs incurred in the course of proposal preparation.**

## PART IV - SECTION M

### EVALUATION CRITERIA

#### M.1 SIR PROCESS DESCRIPTION

Following initial screening for timeliness, completeness, and accuracy, the remaining proposals will be assigned to the Government team(s) for technical, price/cost and past performance evaluations. The results of these evaluations will be forwarded to the Source Selection Official (SSO) to be considered for award. From those proposals forwarded, the SSO will select for award the proposal that represents the **"best value"** to the Government in accordance with clause M.2, Basis for Award. In making this "best value" decision, the SSO will consider tradeoffs only between price/cost and past performance among those offerors who have been determined technically acceptable.

#### M.2 BASIS FOR AWARD

This acquisition will utilize the Performance Price Tradeoff (PPT) with Technical Acceptable Determination source selection procedures to make an integrated assessment for a best value award decision. Tradeoffs will be made only between price and past performance among those offerors who have been determined technically acceptable. Award will be made to the offeror who is deemed responsible, whose proposal conforms to the solicitation's requirements (to include all stated terms, conditions, representations, certifications, and all other information required by Section L of this solicitation) and is judged, based on the evaluation factors to represent the best value to the Government. The Government seeks to award to the offeror who gives the FAA the greatest confidence that it will best meet the requirements affordably. This may result in an award to a higher rated, higher priced offeror, where the decision is consistent with the evaluation factors and the Contracting Officer (CO) reasonably determines that the technically acceptable, superior past performance of the higher priced offeror outweighs the cost difference. While the Government source selection evaluation team and the CO will strive for maximum objectivity, the source selection process, by its nature, is subjective and, therefore, professional judgment is implicit throughout the entire process.

**Discussions** – The Government does not intend to conduct discussions during this solicitation. However, the Government reserves the right to conduct discussions. Therefore, each initial offer should contain the offeror's best terms from a price and technical standpoint. After evaluating written proposals, the Government may conduct written or oral discussions with all, or a limited number of the Offerors. The Government, in the evaluation and best value decision, may consider information obtained during discussions, whether or not it is reduced to written material.

**Best Value Determination/Evaluation Methodology:** A decision on the technical acceptability of each offeror's technical proposal shall be made based on the technical subfactors. Only those offerors determined to be technically acceptable will be considered for award. Prior to discussions an initial technical subfactor rating will be assigned to each subfactor under the Technical Factor. The technical subfactor ratings depict ACCEPTABLE or UNACCEPTABLE. The Government reserves the right to conduct a competitive range determination before discussions to eliminate all proposals that have been rated UNACCEPTABLE. Only those proposals receiving a technically acceptable rating will be evaluated for price/cost and past performance.

#### M.3 INITIAL SCREENING PROCESS

##### M.3.1. PROPOSAL REVIEW AND EVALUATION

The government will initially screen all proposals for timeliness, completeness, and accuracy. Only those proposals passing the initial screening will be forwarded to the technical evaluation team for further consideration.

##### M.3.2. INITIAL PROPOSAL SCREENING

Offeror's proposals will be reviewed for timeliness, completeness and accuracy.

**M.3.2.1 Timeliness** - No proposal or part thereof will be accepted for consideration following the closing period for the solicitation

**M.3.2.2 Completeness** – Timely proposals will be reviewed for completeness. Each proposal package will be reviewed for the following:

- Volume 1 – Copy of the solicitation, to include clauses requiring data filled in by contractor, One original signature transmittal letter, Part IV, Section K, "Representation, Certifications, and Other Statements of Offerors", and Atch 2, completed Business Declaration applicable to this acquisition
- Volumes 2, 3, & 4 - Complete electronic technical, experience/past performance, and cost/price proposal

**Incomplete proposals may not receive further consideration.**

**M.3.2.3 Adequacy** - Complete proposals will be reviewed for adequacy, including proposal content and format as follows:

**Content:**

- Key and required personnel resumes
- Technical approach addressing the requirement of the SOW
- Completed cost proposal that supports Section B

**Format:**

- Graphics are limited to a font size of 11. Page counts do not include front matter such as table of contents, list of figures, glossary, or cover pages.
- Foldouts are counted as one page; however, excessive use of foldouts is discouraged
- Attachments are included in page count
- Elaborate presentation techniques, including color, are neither required nor desired

For the purposes of adequacy review, missing proposal information component(s) identified above (i.e. cost proposal, etc) and/or non-adherence to proposal format instructions may render the proposal inadequate. Proposals found to be incomplete by the Contracting Officer may not receive further consideration.

Following the initial proposal screening process, remaining proposals will be evaluated, rated and analyzed according to the evaluation process described below.

#### **M. 4 EVALUATION CRITERIA**

(a) Volume 2, Technical Proposal and Volume 3, Experience/Past Performance Proposal will be evaluated as follows, with Volume 4, Price/Cost evaluated according to paragraph M.5:

##### **TECHNICAL PROPOSAL**

Each subfactor within the Technical Factor will receive one of the ratings described below. Subfactor ratings shall not be rolled up into an overall rating for the Technical Factor. An UNACCEPTABLE subfactor assessment will determine an overall technical UNACCEPTABLE rating.

**ACCEPTABLE** – The proposal meets specified minimum requirements necessary for acceptable contract performance.

**UNACCEPTABLE** – The proposal fails to meet specified minimum requirements necessary for contract performance. Proposals with an UNACCEPTABLE rating are not awardable.

Each Offeror's technical proposal will be evaluated using the following technical criteria, which are equal in importance.

#### **FACTOR 1: TECHNICAL PERFORMANCE**

**Subfactor 1:** Proposal must document the offeror's understanding of the Statement of Work and the requirements needed to fulfill task requirements.

**Subfactor 2:** Proposal must document that the offeror has actively worked with FAA regulations, policies, and procedures that are related to the NAS Defense Program and its relationship to Homeland Defense.

**Subfactor 3:** Proposal must provide documentation on contractor personnel's NAS Defense Program work-related experience, educational background, and security credentials. The contractor shall provide a resume for the personnel (Senior Subject Matter Expert) for the Job Qualifications of:

- 15 years experience with FAA Policy development, financial management, technical and programmatic support
- 5 years direct experience with the NAS Defense Program, its services, and NDP external customers
- Possess a Top Secret security clearance or ability to obtain one
- Possess a minimum of a Bachelor of Science Degree in Business Management or related business degree

**Subfactor 4:** Specific expertise required by the contractor:

- Experience developing Monthly Status Reports and Schedule Updates
- Experience developing External Customer Commodities Review Packages
- Experience developing External Funding Budget Packages
- Experience developing Action Item Tracking Reports
- Experience developing Service Tracking Reports

**Subfactor 5:** Proposal must provide documentation in the form of an Employment Contract for the resume provided in Subfactor 3.

#### **EXPERIENCE/PAST PERFORMANCE PROPOSAL**

Under the Past Performance factor, the Performance Confidence Assessment Rating represents the evaluation of an offeror's present and past work record to assess the Government's confidence in the offeror's probability of successfully performing as proposed. The Government will evaluate the offeror's demonstrated record of contract compliance in supplying similar services that meet user's needs, including cost and schedule.

The Past Performance Evaluation is accomplished by reviewing aspects of an offeror's relevant present and recent past performance, focusing on and targeting performance, which is relevant to the Technical subfactors. In determining relevance, consideration will be given to the degree of requirement similarity. This information may include data on efforts performed by other divisions, critical subcontractors, or teaming contractors, if such resources will be brought to bear or significantly influence the performance of the proposed effort. The Government may consider as relevant efforts performed for agencies of the federal, state, or local governments and commercial customers. As a result of an analysis of those risks and strengths identified, each offeror will receive an integrated Performance Confidence Assessment, which is the rating of the Past Performance factor. Although the past performance evaluation focuses on

performance that is relevant to the technical subfactors, the resulting Performance Confidence Assessment is made at the factor level and represents an overall evaluation of contractor performance.

All responsive offers will receive a past performance evaluation rating of Exceptional, Very Good, Satisfactory, Marginal, Unsatisfactory, or Neutral. This rating represents the confidence the Government has that an Offeror will successfully perform the proposed effort. Ratings are defined as follows:

<b><u>RATING</u></b>	<b><u>DEFINITION</u></b>
<b>Exceptional/High Confidence</b>	Based on the Offeror's performance record, absolutely no doubt exists that the offeror will successfully perform the required effort. No government oversight is expected to be required in achieving the proposed level of performance.
<b>Very Good/Significant Confidence</b>	Based on the Offeror's performance record, little doubt exists that the offeror will successfully perform the required effort. Little government oversight is expected to be required in achieving the proposed level of performance.
<b>Satisfactory/Confidence</b>	Based on the Offeror's performance record, some doubt exists that the offeror will successfully perform the required effort. Some government oversight or intervention is expected to be required in achieving the proposed level of performance.
<b>Marginal/Little Confidence</b>	Based on the Offeror's performance record, substantial doubt exists that the offeror will successfully perform the required effort. Substantial government oversight or intervention is expected to be required in achieving the proposed level of performance.
<b>Unsatisfactory/No Confidence</b>	Based on the Offeror's performance record, extreme doubt exists that the offeror will successfully perform the required effort. Regardless of the degree of government oversight or intervention, successful performance is doubtful.
<b>Neutral/Unknown Confidence</b>	Offeror has no relevant past performance experience. Offerors without a record of relevant past performance or for whom information on past performance is not available will not be evaluated favorably or unfavorably on past performance and, as a result, will receive a "Neutral/Unknown Confidence" rating for the Past Performance factor.

Each Offeror's Past Performance proposal will be evaluated using the following criteria:

- Factor 1:** Relevance of Experience/Past Performance on Similar Contracts
- Factor 2:** Quality/Timeliness of Service
- Factor 3:** Cost Control
- Factor 4:** Business Relations – Effective Management

**Factor 5: Customer Satisfaction**

**Factor 6: Integrity**

In addition to evaluating the extent to which the offeror's performance meets mission requirements, the assessment will consider things such as the offeror's history of forecasting and controlling costs, adhering to schedules (including the administrative aspects of performance), reasonable and cooperative behavior and commitment to customer satisfaction, and generally, the contractor's business-like concern for the interest of the customer.

**Offeror's without a record of relevant experience/past performance or for whom information on past performance is not available will not be evaluated favorably or unfavorably on past performance and, as a result, will receive a "Neutral/Unknown Confidence" rating for the Past Performance factor.**

Offerors are to note that, in conducting this assessment, the Government reserves the right to use data provided by the offeror and data obtained from other sources.

## **M.5 PRICE/COST EVALUATION**

(a) Price/Cost proposals of all offerors will be evaluated, but not numerically scored, for the base period and all option periods in the following areas:

(1) Completeness - Review of the proposal to ensure data provided is sufficient to allow complete analysis and evaluation of proposed costs.

(2) Reasonableness - Review of rationale and data supporting elements of cost included in the proposal.

(3) Realism - Overall review of proposal cost elements and estimating methodologies employed to determine whether the resulting prices are realistic based on the performance described.

(b) Proposals, whether initial or revised submissions, which are unrealistically low may be grounds for elimination from further competition on the grounds of the offeror's failure to comprehend contract requirements.

## **M.6 EVALUATION OF OFFERS FOR SINGLE AWARD (JAN 1997)**

**CLA.0250**

Award will not be split by item. One award will be made to the responsible offeror submitting the best value offer, and whose proposal meets the government's minimum requirements called out in Section B and the documents referred to therein. Failure to propose on all items listed in Section B may result in your offer not being further considered for award.

## **M.7 EVALUATION OF PROPOSALS**

All proposals remaining after the initial proposal review process of Section M. 3, will be evaluated, rated and analyzed as described in this part. Offerors are advised that their proposals must be acceptable in all areas.

Price/Cost and Past Performance are of equal importance; tradeoffs will only be made between price and past performance among those offerors who have been determined to be technically acceptable.

## **3.2.4-31 EVALUATION OF OPTIONS (APRIL 1996)**

Except when it is determined not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

**STATEMENT OF WORK**  
**FOR**  
**NAS DEFENSE PROGRAM (NDP) TECHNICAL SUPPORT**

**1.0     BACKGROUND**

As a result of the terrorist acts on September 11, 2001, the FAA Administrator created the FAA's National Airspace System (NAS) Defense Program (NDP) as the FAA Office of Primary Responsibility (OPR) for military, and other federal agencies, requests for NAS Defense Services.

The mission of the NDP is to support the military services, and other federal agencies, tactical homeland defense initiatives with minimal impact to NAS operations and air traffic procedures.

The NDP utilizes existing FAA infrastructure and human resources to expand voice and surveillance services to meet external user requirements. The NDP evaluates current and planned FAA assets, plans, policies and procedures for application in shaping and supporting the National Airspace System (NAS) defense capability.

As a result of these aggressive commitments, the NDP has a continuous flow of technical, financial, and program management documents to develop, review and process. NDP lacks sufficient in-house resources to keep up with current and projected demands. The services under this contract would augment NDP staff to ensure programmatic and technical compliance and accountability during the implementation of NDP programs and projects.

**1.1     CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR):**

Ms. Dani Levenson  
Federal Aviation Administration  
NAS Defense Program, AJW-151  
Orville Wright Bldg, Room 535A  
800 Independence Ave, SW  
Washington, DC 20591  
Phone #: 202-493-4207  
Email #: dani.levenson@faa.gov

**2.0     SCOPE**

This solicitation provides for the support requirements of the FAA's NAS Defense Program. This contract shall be a source for technical and programmatic support services within the scope stated herein. The contractor shall provide all necessary personnel, services, material and equipment to support the needs of the NDP as outlined in this SOW. All technical and programmatic services shall be performed in accordance with this contract.

The technical and programmatic services shall be performed at the NDP Program Office, and other locations, as required. The location of work will depend on task requirements, especially the need for access to special equipment and data sources.

**2.1     OBJECTIVES**

The Contractor shall support tasks such as but not limited to:

- 2.1.1   conducting investigations
- 2.1.2   conducting research
- 2.1.3   providing analysis

- 2.1.4 developing theories and concepts
- 2.1.5 developing plans and processes
- 2.1.6 providing general or specific studies and reports of all types
- 2.1.7 conducting document reviews and surveys
- 2.1.8 developing prototypes, models, or simulations
- 2.1.9 developing testing procedures, technology refresh approaches, service life extension programs
- 2.1.10 engineering and technical services
- 2.1.11 re-engineering of business processes or systems.

This activity of investigation, research, and analysis shall not be limited by type, purpose or composition – its overall limitation applies to aviation and homeland security national airspace system defense initiatives.

### **3.0 REQUIREMENTS**

**3.1** The contractor shall provide all personnel and services to provide technical support for the continuation of the NAS Defense Program. The contractor shall provide resources to aid in program tracking, scheduling, coordination, and documentation. The contractor shall participate in meetings, conferences and forums to ensure that the NDP mission is fulfilled. The contractor shall attend classified meetings, briefings, and discussions as required to support national airspace system defense and security initiatives. To accomplish the requirements of this contract, the contractor will provide support as specified in the following Tasks:

**3.2 Labor Categories and Skill Sets:** The contractor shall provide and maintain support personnel with appropriate and relevant skills, including contractor provided ongoing requisite training to successfully complete all required tasks.

**3.3 Documentation:** The contractor shall update and maintain all pertinent Government documentation for the requirement as described herein, including but not limited to the following Tasks and all other documentation required by FAA Government personnel. Documentation should be available in hard copy and electronic format.

### **3.4 TASK 1 - NAS DEFENSE PROGRAM (NDP) SUPPORT**

The contractor shall provide technical and programmatic support to NDP personnel for briefings or meetings, including but not limited to, headquarters, service area, and/or facility level staff. Such meetings may involve personnel from other governmental agencies or private parties, non-associated FAA service area offices, contractors or subcontractors. The contractor shall furnish reports, presentations, studies, and plans as directed in 4.0, to support the activities of the following NDP Services; NDP Headquarters Operations, Voice/Radio Communications, Long Range Radar, Short Range Radar, Air Movement/Flight Data, Communications Security (COMSEC), and NDP managed inter-agency cost-share efforts.

### **3.5 TASK 2 - PROGRAM SUPPORT TASKS**

The contractor shall provide quick-reaction assistance on a priority basis in technical, programmatic, and general administrative areas as needed and as directed by the NDP Program Manager. The contractor shall provide support for a wide variety of programmatic tasks as requested by the FAA customer. Some of these tasks include but are not limited to:

**3.5.1** Monitor projects through application of financial and schedule tracking tools and performance measures.

**3.5.2** Support integration of program and management issues through feasibility studies, transition plans, and documentation.

**3.5.3** Coordinate program status reviews, with primary responsibility for developing and delivering status briefings, preparing minutes, and conducting follow-up activities.

**3.5.4** Prepare monthly NDP Program Status Reports and Schedule Updates, highlighting all NDP program service activities and program implementation schedule updates.

**3.5.5** Plan and coordinate activities to promote programmatic interactions with other FAA organizations, and current or potential external customers, including the development of technical workgroups and memorandum of agreements with various government agencies.

### **3.6 TASK 3 – PROGRAM MANAGEMENT**

The contractor's Senior Subject Matter Expert (SSME) shall oversee all resources dedicated to the effort and ensure that the contractor's performance meets or exceeds the expectations and needs of the NDP. The contractor's SSME shall coordinate with the FAA customer at least weekly, both to review in-progress tasks, and to plan priorities for the future. The contractor's SSME will track the contract funds, and shall report progress, issues, and expended and remaining funds to the FAA customer on a monthly basis in accordance with the deliverable requirements detailed in 4.0.

### **3.7 TASK 4 – MEETING SUPPORT**

The contractor shall develop and produce the proper media to support NDP personnel during program meetings and to enhance presentation effectiveness. The contractor shall maintain files and a database of graphics information for retrieval and merging into new documentation. The contractor shall also operate automated and manual graphics equipment at meetings and conferences. Support materials and briefing books shall be prepared as required. The contractor shall provide meeting facilitation support as directed by the FAA customer. The contractor shall support documentation of meetings through the development and distribution of minutes and associated action items to the attendees and the FAA customer.

### **3.8 TASK 5 – DEVELOPMENT OF PROGRAM SPECIFIC DOCUMENTATION**

The contractor shall develop program-specific documentation as requested by NDP personnel. The contractor shall provide support for the development of briefing slides and material for periodic presentations to high-level FAA management and external NDP customers. In preparation for these briefings, the contractor shall conduct a series of meetings with the FAA NDP Program Manager to discuss the approach and content of the briefing.

## **4.0 DELIVERABLES**

During the course of this contract, the contractor shall submit the deliverables and reports specified below. All deliverables, including studies, documents, briefings, etc. will be delivered as mutually agreed between the Contracting Officer, FAA Contracting Officer's Technical Representative and the NDP Program Manager. The following are the minimum required documents identified for delivery:

<b>TASK</b>	<b>DELIVERABLE DESCRIPTION</b>	<b>DUE DATE</b>
3.4	<b>TASK 1 – NAS Defense Program (NDP) Support</b> Contractor Monthly Progress Report consisting of: <ul style="list-style-type: none"> <li>• Work completed</li> <li>• Travel conducted</li> <li>• Problem areas</li> <li>• Financial Summary</li> </ul>	NLT 20 <sup>th</sup> day of each month
3.4	<b>TASK 1 – NAS Defense Program (NDP) Support</b> Reports, agreements, presentations, studies	As Required

3.5	<b>TASK 2 – Program Support Tasks</b> NDP Services Monthly Status Reports & Schedule Updates consisting of: <ul style="list-style-type: none"> <li>• Service Element Implementation and Sustainment Activities</li> <li>• Service Element Implementation Schedules</li> </ul>	NLT 20 <sup>th</sup> day of each month
3.6	<b>TASK 3 – Program Management</b> NDP Action Item Tracking Report consisting of: <ul style="list-style-type: none"> <li>• Responsible Party, Action Item, Status, Due Date, Completion Date</li> <li>• Requesting Agency</li> <li>• Requirement</li> <li>• Status</li> </ul>	NLT the 20 <sup>th</sup> day of each month
3.7	<b>TASK 4 – Meeting Support</b> <ul style="list-style-type: none"> <li>• Meeting Minutes and Associated Action Items to the Attendees and the FAA Customer</li> </ul>	5 work days after scheduled meeting
3.7	<b>TASK 4 – Meeting Support</b> External Customer Commodities Review Packages consisting of: <ul style="list-style-type: none"> <li>• Current FY Funding &amp; Activity Status</li> <li>• Next FY Budget Estimates &amp; Objectives</li> </ul>	Semi-Annually  NLT beginning of 3 <sup>rd</sup> Quarter – 1 April & NLT beginning of 4 <sup>th</sup> Quarter – 1 July
3.8	<b>TASK 5 – Development of Program Specific Documentation</b> FY NDP External Funding Budget Packages consisting of: <ul style="list-style-type: none"> <li>• Service Element Budget Tracking Sheets</li> </ul>	NLT 1 August

## 5.0 KEY PERSONNEL DESIGNATION

Key Personnel: The Key Personnel under this contract shall be the Senior Subject Matter Expert identified in paragraph 3.8.2-17 of the contract providing they meet the minimum qualifications below for the position of Senior Subject Matter Expert. No diversion in key personnel shall be made by the contractor without the written consent of the CO and prior to following the procedures outlined in contract clause 3.8.2-17.

The positions and the minimum qualifications considered necessary for performance of the work are listed below:

LABOR CATEGORY	QUALIFICATION REQUIREMENTS
Senior Subject Matter Expert	<ul style="list-style-type: none"> <li>- Possess a minimum of 15 years of policy development, financial management, and technical and programmatic FAA support experience.</li> <li>- Possess a minimum of 5 years of experience directly supporting the NAS Defense Program, its services, and NDP external customers.</li> <li>- Possess a current and active Top Secret (TS) security clearance.</li> <li>- Possess a minimum of a Bachelor's Degree in Business Management or related discipline.</li> </ul>
Junior Management Analyst	<ul style="list-style-type: none"> <li>- Possess a minimum of 3 years of programmatic and administrative FAA support experience.</li> <li>- Possess a minimum of 3 years of experience directly supporting the NAS Defense Program, its services, and NDP external customers.</li> <li>- Possess a minimum of a Bachelor's Degree.</li> </ul>

**6.0 KEY PERSONNEL LINES OF COMMUNICATION**

The contractor, primarily through the Senior Subject Matter Expert, shall communicate only through the Government's Contracting Officer and/or the Contracting Officer's Technical Representative (COTR) regarding all tasks, unless otherwise specifically approved in writing by the Contracting Officer to named Government individuals, such as a COTR

**7.0 QUALITY CONTROL**

The Contractor shall implement a Quality Control Program for the deliverables covered in 4.0.

**8.0 PERIOD OF PERFORMANCE**

The period of performance for this effort shall begin 1 April 2007 for one full Base Year, and continue through four option years if all options are exercised.

**9.0 TRAVEL**

Travel may be required within the United States to the FAA's Aeronautical Center in Oklahoma City, OK, FAA's Technical Center in Atlantic City, NJ, regional and field FAA sites, and meetings and seminars hosted by the FAA to address NAS Defense Program issues. Travel may be required to international destinations. Travel will be defined and approved, in advance of actual travel performance by the CO or COTR by completing and emailing/faxing the Travel Authorization Form (Attached) or the contractor's Travel Authorization Form that has been approved by the CO for use. The Travel Authorization Form must be submitted with the invoice. Travel expenses will be reimbursed in accordance with FAA Travel Policy, and Clause 4531, Reimbursement of Travel Costs.

**10.0 GOVERNMENT FURNISHED EQUIPMENT**

The Government will provide the following equipment to the contractor personnel based ON-SITE at customer locations -- desk space, computers, local telephone service, access to the computer network, access to the internet/intranet, and software required for application development.

**11.0 PLACE OF PERFORMANCE**

The NAS Defense Program support services desired by FAA/AJW will be performed at government site (On-Site) and contractor site (Off-Site). For the purpose of this requirement the Government may require the contractor to provide on-site support services at any location where AJW personnel are located within contiguous United States. At present, the contractor shall provide personnel for on-site support services at the locations noted below.

**On-Site Location 1**

Federal Aviation Administration  
NAS Defense Program, AJW-1510  
800 Independence Avenue, Rm 535A  
Washington, DC 20024

**On-Site Location 2**

Federal Aviation Administration  
NAS Defense Program, AJW-1510  
6500 S. MacArthur Blvd, Rm 189  
Oklahoma City, OK 73169

**On-Site Location 3**

Federal Aviation Administration  
NAS Defense Program, AJW-1510  
6712 Washington Avenue, Suite 304  
Egg Harbor Twp, NJ 08330

**STATEMENT OF WORK****FOR****NAS DEFENSE PROGRAM (NDP) TECHNICAL SUPPORT****1.0 BACKGROUND**

As a result of the terrorist acts on September 11, 2001, the FAA Administrator created the FAA's National Airspace System (NAS) Defense Program (NDP) as the FAA Office of Primary Responsibility (OPR) for military, and other federal agencies, requests for NAS Defense Services.

The mission of the NDP is to support the military services, and other federal agencies, tactical homeland defense initiatives with minimal impact to NAS operations and air traffic procedures.

The NDP utilizes existing FAA infrastructure and human resources to expand voice and surveillance services to meet external user requirements. The NDP evaluates current and planned FAA assets, plans, policies and procedures for application in shaping and supporting the National Airspace System (NAS) defense capability.

As a result of these aggressive commitments, the NDP has a continuous flow of technical, financial, and program management documents to develop, review and process. NDP lacks sufficient in-house resources to keep up with current and projected demands. The services under this contract would augment NDP staff to ensure programmatic and technical compliance and accountability during the implementation of NDP programs and projects.

**1.1 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR):**

Ms. Dani Levenson  
Federal Aviation Administration  
NAS Defense Program, AJW-151  
Orville Wright Bldg, Room 535A  
800 Independence Ave, SW  
Washington, DC 20591  
Phone #: 202-493-4207  
Email #: dani.levenson@faa.gov

**2.0 SCOPE**

This solicitation provides for the support requirements of the FAA's NAS Defense Program. This contract shall be a source for technical and programmatic support services within the scope stated herein. The contractor shall provide all necessary personnel, services, material and equipment to support the needs of the NDP as outlined in this SOW. All technical and programmatic services shall be performed in accordance with this contract.

The technical and programmatic services shall be performed at the NDP Program Office, and other locations, as required. The location of work will depend on task requirements, especially the need for access to special equipment and data sources.

**2.1 OBJECTIVES**

The Contractor shall support tasks such as but not limited to:

- 2.1.1 conducting investigations
- 2.1.2 conducting research
- 2.1.3 providing analysis

- 2.1.4 developing theories and concepts
- 2.1.5 developing plans and processes
- 2.1.6 providing general or specific studies and reports of all types
- 2.1.7 conducting document reviews and surveys
- 2.1.8 developing prototypes, models, or simulations
- 2.1.9 developing testing procedures, technology refresh approaches, service life extension programs
- 2.1.10 engineering and technical services
- 2.1.11 re-engineering of business processes or systems.

This activity of investigation, research, and analysis shall not be limited by type, purpose or composition – its overall limitation applies to aviation and homeland security national airspace system defense initiatives.

### **3.0 REQUIREMENTS**

**3.1** The contractor shall provide all personnel and services to provide technical support for the continuation of the NAS Defense Program. The contractor shall provide resources to aid in program tracking, scheduling, coordination, and documentation. The contractor shall participate in meetings, conferences and forums to ensure that the NDP mission is fulfilled. The contractor shall attend classified meetings, briefings, and discussions as required to support national airspace system defense and security initiatives. To accomplish the requirements of this contract, the contractor will provide support as specified in the following Tasks:

**3.2 Labor Categories and Skill Sets:** The contractor shall provide and maintain support personnel with appropriate and relevant skills, including contractor provided ongoing requisite training to successfully complete all required tasks.

**3.3 Documentation:** The contractor shall update and maintain all pertinent Government documentation for the requirement as described herein, including but not limited to the following Tasks and all other documentation required by FAA Government personnel. Documentation should be available in hard copy and electronic format.

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The contractor shall develop program-specific documentation as requested by NDP personnel. The contractor shall provide support for the development of briefing slides and material for periodic presentations to high-level FAA management and external NDP customers. In preparation for these briefings, the contractor shall conduct a series of meetings with the FAA NDP Program Manager to discuss the approach and content of the briefing.

## **4.0 DELIVERABLES**

During the course of this contract, the contractor shall submit the deliverables and reports specified below. All deliverables, including studies, documents, briefings, etc. will be delivered as mutually agreed between the Contracting Officer, FAA Contracting Officer's Technical Representative and the NDP Program Manager. The following are the minimum required documents identified for delivery:

<b>TASK</b>	<b>DELIVERABLE DESCRIPTION</b>	<b>DUE DATE</b>
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3.8	<b>TASK 5 – Development of Program Specific Documentation</b> FY NDP External Funding Budget Packages consisting of: <ul style="list-style-type: none"> <li>• Service Element Budget Tracking Sheets</li> </ul>	NLT 1 August

## 5.0 KEY PERSONNEL DESIGNATION

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The positions and the minimum qualifications considered necessary for performance of the work are listed below:

LABOR CATEGORY	QUALIFICATION REQUIREMENTS
Senior Subject Matter Expert	<ul style="list-style-type: none"> <li>- Possess a minimum of 15 years of policy development, financial management, and technical and programmatic FAA support experience.</li> <li>- Possess a minimum of 5 years of experience directly supporting the NAS Defense Program, its services, and NDP external customers.</li> <li>- Possess a current and active Top Secret (TS) security clearance.</li> <li>- Possess a minimum of a Bachelor's Degree in Business Management or related discipline.</li> </ul>
Junior Management Analyst	<ul style="list-style-type: none"> <li>- Possess a minimum of 3 years of programmatic and administrative FAA support experience.</li> <li>- Possess a minimum of 3 years of experience directly supporting the NAS Defense Program, its services, and NDP external customers.</li> <li>- Possess a minimum of a Bachelor's Degree.</li> </ul>

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**7.0 QUALITY CONTROL**

The Contractor shall implement a Quality Control Program for the deliverables covered in 4.0.

**8.0 PERIOD OF PERFORMANCE**

The period of performance for this effort shall begin 1 April 2007 for one full Base Year, and continue through four option years if all options are exercised.

**9.0 TRAVEL**

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The NAS Defense Program support services desired by FAA/AJW will be performed at government site (On-Site) and contractor site (Off-Site). For the purpose of this requirement the Government may require the contractor to provide on-site support services at any location where AJW personnel are located within contiguous United States. At present, the contractor shall provide personnel for on-site support services at the locations noted below.

**On-Site Location 1**

Federal Aviation Administration  
NAS Defense Program, AJW-1510  
800 Independence Avenue, Rm 535A  
Washington, DC 20024

**On-Site Location 2**

Federal Aviation Administration  
NAS Defense Program, AJW-1510  
6500 S. MacArthur Blvd, Rm 189  
Oklahoma City, OK 73169

**On-Site Location 3**

Federal Aviation Administration  
NAS Defense Program, AJW-1510  
6712 Washington Avenue, Suite 304  
Egg Harbor Twp, NJ 08330

# BUSINESS DECLARATION

1. Name of Firm: \_\_\_\_\_ Tax Identification No.: \_\_\_\_\_
2. Address of Firm: \_\_\_\_\_
3. Telephone Number of Firm: \_\_\_\_\_
4. a. Name of Person Making Declaration \_\_\_\_\_
- b. Telephone Number of Person Making Declaration \_\_\_\_\_
- c. Position Held in the Company \_\_\_\_\_
5. Controlling Interest in Company ("X" all appropriate boxes)
- ☐ a. Black American ☐ b. Hispanic American ☐ c. Native American ☐ d. Asian American
- ☐ e. Other Minority (Specify) \_\_\_\_\_ ☐ f. Other (Specify) \_\_\_\_\_
- ☐ g. Female ☐ h. Male ☐ i. 8(a) Certified (Certification letter attached) ☐ j. Service Disabled Veteran Small Business
6. Is the person identified in Number 4 above, responsible for day-to-day management and policy decision making, including but not limited to financial and management decisions?
- ☐ a. Yes ☐ b. No (If "NO," provide the name and telephone number of the person who has this authority.) \_\_\_\_\_
7. Nature of Business (Specify all services/products (NAIC)) \_\_\_\_\_
8. (a) Years the firm has been in business: \_\_\_\_\_ (b) No. of Employees \_\_\_\_\_
9. Type of Ownership: ☐ a. Sole Ownership ☐ b. Partnership
- ☐ c. Other (Explain) \_\_\_\_\_
10. Gross receipts of the firm for the last three years:
- |                         |                  |                         |                           |
|-------------------------|------------------|-------------------------|---------------------------|
| a.2. Year Ending: _____ | b.2. Gross _____ | a.1. Year Ending: _____ | b.1. Gross Receipts _____ |
|                         |                  | a.3. Year Ending: _____ | b.3. Gross Receipts _____ |
11. Is the firm a small business? ☐ a. Yes ☐ b. No
12. Is the firm a service disabled veteran owned small business? ☐ a. Yes ☐ b. No
13. Is the firm a socially and economically disadvantaged small business? ☐ a. Yes ☐ b. No

**I DECLARE THAT THE FOREGOING STATEMENTS CONCERNING \_\_\_\_\_**  
**ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.**  
**I AM AWARE THAT I AM SUBJECT TO CRIMINAL PROSECUTION UNDER THE PROVISIONS**  
**OF 18 USCS 1001.**

14. a. Signature \_\_\_\_\_ b. Date: \_\_\_\_\_

c. Typed Name \_\_\_\_\_ d. Title: \_\_\_\_\_